Companies House

MR01(ef)

Registration of a Charge

Company Name: **BOYCE'S BAKERY LIMITED**
Company Number: **04155959**

Received for filing in Electronic Format on the: **04/03/2024**

XCY5BGFS

Details of Charge

Date of creation: **04/03/2024**

Charge code: **0415 5959 0005**

Persons entitled: **BARCLAYS SECURITY TRUSTEE LIMITED**

Brief description: **UNIT 2, ANCHOR BUSINESS PARK, CASTLE ROAD, SITTINGBOURNE, ME10 3AE HMLR TITLE NO. K719288**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **SAMUEL TIMOTHY BANCROFT**

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4155959

Charge code: 0415 5959 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th March 2024 and created by BOYCE'S BAKERY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th March 2024 .

Given at Companies House, Cardiff on 6th March 2024

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

Case Reference No. BPM/PORTAL/8343157/RARE/SPC

BARCLAYS

Boyce's Bakery Limited
(the ***Mortgagor***)

Boyce's Bakery Limited
(the ***Principal Debtor***)
and

Barclays Security Trustee Limited
(the ***Security Trustee***)

LEGAL CHARGE

DATED 4th MARCH 2024

[NOTE: PLEASE INSERT DATE OF EXECUTION BY FINAL SIGNATORY IN MANUSCRIPT]

Form of charge filed at HM Land Registry under reference MD1628A
LNDCHG 12/08/22 DEH1

CONTENTS

Clause		Page
1.	Definitions and Interpretation	1
2.	Secured Parties	6
3.	Agreement to Pay	7
4.	Security	8
5.	Land Registry	10
6.	Representations	11
7.	General Undertakings	12
8.	Undertakings	13
9.	Information and Access	16
10.	Obligations where the Mortgaged Property is Leasehold	17
11.	Covenants	18
12.	Application of Insurance Proceeds	19
13.	Powers on Enforcement	20
14.	Receiver	20
15.	Further Assurances	25
16.	Co-operation with the Receiver	27
17.	Costs and Expenses	29
18.	Continuing Security	31
19.	Waiver of defences	31
20.	Deferral of rights	32
21.	Accounts	33
22.	Set off	34
23.	Proceeds from the Mortgaged Property	35
24.	Discretion and Delegation	35
25.	Release	36
26.	Bankruptcy, Winding Up	36

27. Transfers and Disclosure 37
28. Forbearance 38
29. Counterparts 39
30. Notices, Communications and Demands 39
31. Miscellaneous Provisions 40
32. Governing Law and Jurisdiction 40

Schedule 42

IMPORTANT – PLEASE READ THIS NOTE BEFORE THIS LEGAL CHARGE IS EXECUTED

This Legal Charge is an important legal document. We strongly recommend that you seek the advice of your solicitor or other legal adviser before executing this Legal Charge.

- This is a Legal Charge over the Mortgaged Property described in the Schedule and the other assets referred to in this Legal Charge.
- The Security Trustee will hold this Legal Charge as security on trust for and on behalf of the Secured Parties for all debts and other liabilities owed to one or more of the Secured Parties by the Mortgagor and the Principal Debtor. This includes all present and future loans or facilities that each of the Finance Parties have granted or may in the future grant.
- If any of the debts or liabilities secured by this Legal Charge are not paid when due, the Security Trustee can appoint a receiver, or take possession of the Mortgaged Property and any of the assets charged by this Legal Charge and sell them.
- This Legal Charge is separate from and not limited by any other security or guarantee which you may have already given or may give to the Security Trustee (or any other Secured Party) in the future.

If a company/LLP incorporated in England and Wales executes this Legal Charge as Mortgagor, all parties understand that this document (including any attachments) will be available for inspection by any person at Companies House or upon application to the Land Registry.

THIS LEGAL CHARGE is made on the date specified on the front page of this Deed.

BETWEEN:

(1) **Boyce's Bakery Limited** (incorporated in England and Wales with registered number 04155959) of 20-22 Leysdown Road, Leysdown, Sheerness, Kent, ME12 4RE (the ***Mortgagor***);

(2) **Boyce's Bakery Limited** (incorporated in England and Wales with registered number 04155959) of 20-22 Leysdown Road, Leysdown, Sheerness, Kent, ME12 4RE (the ***Principal Debtor***); and

(3) **Barclays Security Trustee Limited** (Company Number 10825314) whose address for service is Business Lending Services, PO Box 16276, One Snowhill, Snowhill Queensway, Birmingham, B2 2XE, acting in its capacity as security trustee for and on behalf of the Secured Parties (the ***Security Trustee***)

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Legal Charge, each of the following expressions has, except where the context otherwise requires, the meaning shown opposite it:

Authorised Address means the last address given to the Security Trustee for the Mortgagor's and/or the Principal Debtor's place of business (or any one of them if more than one) or registered office;

Authority the United Nations Security Council, the Commission of the European Union, His Majesty's Treasury, the Office of Foreign Assets Control of the United States Department of the Treasury, or any other United States government entity;

Barclays Group means Barclays PLC and any of its direct or indirect Subsidiaries;

Business means the goodwill of the business (if any) from time to time carried on at the Mortgaged Property;

Default Rate means:

(a) the default interest rate set out in the document under which the relevant liability for the overdue amount initially arose; or

(b) if no default interest rate is set out in such document, a rate per annum equal to the cost (without proof or evidence of any actual cost) to the relevant Secured Party (as certified by it) if it were to fund or of funding the relevant amount plus 2 per cent. per annum;

Delegates means a delegate or sub-delegate appointed pursuant to Clause 24 (*Discretion and Delegation*);

Environmental Approvals means all consents of any kind relating to Environmental Laws to which the Mortgagor or the Mortgaged Property or the use or occupation of the Mortgaged Property is subject;

Environmental Claims means any claim by any person in respect of losses or liabilities suffered or incurred by that person as a result of or in connection with any violation of Environmental Laws or Environmental Approvals or giving rise to any remedy or penalty that may be enforced or assessed by private or public legal action as a result of Environmental Contamination or any application for any interim or final judicial or administrative decree, injunction, cease and desist order, abatement order, compliance order, consent order, clean-up order or enforcement notice, stop notice, improvement notice, prohibition notice or revocation order in respect of Environmental Contamination or any other remedial or other action that the Mortgagor is obliged to undertake pursuant to Environmental Laws in respect of Environmental Contamination;

Environmental Contamination means the following and their consequences:

(a) any release, leakage or spillage at or from the Mortgaged Property into any part of the environment of any toxic, poisonous, noxious or polluting matter or hazardous, detrimental or dangerous substances or thing;

(b) any accident, fire, explosion or sudden event which affects the environment and is attributable to the operation, management or control of the Mortgaged Property including (without limitation) the storage, keeping, handling, labelling or disposal of waste (as defined in the Environmental Protection Act 1990) or hazardous, toxic or dangerous substances; and

(c) any designation of the Mortgaged Property as contaminated land for the purposes of Part IIA of the Environmental Protection Act 1990;

Environmental Laws includes all or any laws, statutes, rules, regulations, treaties, directives, bye-laws, directions, codes of practice, circulars, guidance notes, orders, notices, demands, decisions of the courts of any authority or any other body whatsoever having jurisdiction which at any time relate to the environment or Environmental Contamination or standards of conduct applicable to the Mortgaged Property or the occupation or use of the Mortgaged Property or the operation of any business from or using the Mortgaged Property;

Finance Parties means:

(a) Barclays Bank UK PLC; and

(b) Barclays Bank PLC;

Mortgaged Property means all the property referred to in the Schedule to this Legal Charge;

Receiver means a receiver and manager or a receiver appointed pursuant to Clause 14 (*Receiver*) together with any substituted receiver or manager and any of their Delegates;

SDN List means the Specially Designated Nationals List maintained by the Office of Foreign Assets Control of the US Department of the Treasury, or any similar list maintained by any Authority;

Secured Parties means:

(a) the Security Trustee;

(b) the Finance Parties; and

(c) any Receiver and/or Delegate;

Secured Obligations means all money, obligations and liabilities now or at any time in the future due, owing or incurred in any manner whatsoever by the Mortgagor and/or the Principal Debtor in each case to the Security Trustee (whether in its personal capacity or as security trustee for the Secured Parties) or to any of the other Secured Parties whether actually or contingently, whether directly or indirectly, whether solely or jointly with any other person and whether as principal or surety, including, without limitation, all interest, discount, commission, fees, charges and expenses and together with any matters relating to or arising in respect of those moneys, obligations and liabilities;

Securities means all stocks, shares, debentures, debenture stock, loan stock, bonds and securities issued by any person (other than the Mortgagor) and all other investments (as listed in Part II of Schedule 2 to the Financial Services and Markets Act 2000) including all rights and benefits arising and all money payable in respect of them, whether by way of conversion, redemption, bonus, option, dividend, interest or otherwise (including in all subsidiary undertakings or the certificates for which are now or in the future deposited with or to the order of the Security Trustee or which if uncertificated are held in an escrow or other account in the favour of the Security Trustee or held in the Security Trustee's name or in the name of a nominee to the order of the Security Trustee);

Security Assets means each of the assets and undertaking of the Mortgagor which are the subject of any security created or expressed to be created by or pursuant to this Legal Charge;

Security Interest means any mortgage, charge, pledge, lien, assignment, encumbrance, right of set off or security interest whatsoever, howsoever created or arising or any other agreement, arrangement or court order having substantially the same economic effect as the foregoing;

Security Period means the period beginning on the date of this Deed and ending on the date on which the Security Trustee is satisfied that all Secured Obligations have been unconditionally and irrevocably paid and discharged in full and all facilities made available by each of the Finance Parties to the Principal Debtor have been cancelled; and

Subsidiary means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006.

1.2 **Interpretation**

(a) In this Legal Charge, except where the context otherwise requires:

(i) references to "the Mortgagor" or "the Principal Debtor" shall include persons deriving title under "the Mortgagor" or "the Principal Debtor" or who are entitled to redeem this security and the expression "the Secured Parties" (including references to "the Security Trustee" and "the Finance Parties") shall include references to any of their respective nominees, agents, Delegates, successors in title and permitted assigns and transferees;

(ii) unless otherwise indicated, references to the Security Trustee mean the Security Trustee acting in its capacity as security trustee for and on behalf of the Secured Parties;

(iii) ***winding up*** includes any winding up, reconstruction, administration, dissolution, liquidation, bankruptcy and any analogous procedure or step under any applicable law;

(iv) if the Mortgagor or the Principal Debtor consists of more than one entity, the liability of each such entity shall be joint and several and the terms of this Legal Charge shall be construed accordingly;

(v) if the Mortgagor or the Principal Debtor is a partnership, unincorporated body, association, committee, trustees or debtors on joint account, this security shall remain effective notwithstanding any change in its composition, name or style, and shall continue to secure all Secured Obligations;

(vi) references to any deed, instrument, certificate, agreement or contract (including this Legal Charge) or a provision thereof shall be construed as a reference to that deed, instrument, certificate, agreement or contract or

provision as from time to time varied, novated, amended, supplemented or replaced (however fundamentally);

(vii) expressions importing the singular shall include the plural and vice versa and words denoting any gender include all genders;

(viii) references to any statute or other legislative provision shall include any statutory or legislative modification, re-enactment or any substitution of such statute or provision and, where applicable, any equivalent statute or legislation in another jurisdiction;

(ix) a time of day is a reference to London time; and

(x) references to a person shall be construed as a reference to any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality).

(b) The headings in this Legal Charge are for ease of reference only and shall not affect its interpretation.

(c) Where the Mortgagor is an individual and not a body corporate the continuing nature of the security hereby created shall not be determined or affected by notice to any Secured Party of the death or mental incapacity of the Mortgagor.

(d) Notwithstanding any other provision of this Legal Charge, any security created hereunder which, at the time of being enforced, would constitute a regulated mortgage contract under Article 61(3)(a) of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 shall not secure any amount payable to Barclays Bank PLC.

2. SECURED PARTIES

Each party agrees that the Security Trustee's interests and rights under and in respect of this Legal Charge shall be held by the Security Trustee on trust for and on behalf of the Secured Parties.

3. AGREEMENT TO PAY

3.1 Each of the Principal Debtor and the Mortgagor hereby as primary obligor and not merely as surety, covenants with the Security Trustee that each of the Principal Debtor and the Mortgagor will on demand in writing made to the Principal Debtor or the Mortgagor, pay or discharge the Secured Obligations on the date(s) on which such Secured Obligations are expressed to become due and in the manner provided for in the document under which liability for such Secured Obligations arises.

3.2 On any such demand being made, the Security Trustee may also immediately crystallise, or direct the relevant Secured Party to crystallise, any future obligations of the Mortgagor and/or the Principal Debtor as the case may be to pay any amounts due under any bills or notes which are held by any Secured Party and to which any Mortgagor and/or Principal Debtor are a party whether as drawer, acceptor, maker or endorser without any deduction, withholding or set off whatsoever. The Security Trustee shall be at liberty from time to time to give time for payment of any bills of exchange, promissory notes or other securities which may have been discounted for or received on account from any of the Mortgagor and/or Principal Debtor by any Secured Party or on which the Mortgagor and/or the Principal Debtor shall or may be liable as drawer, acceptor, maker, endorser or otherwise to any parties liable thereon or thereto as the Security Trustee in its absolute discretion shall think fit without releasing the Mortgagor and/or the Principal Debtor or affecting the Mortgagor's and/or the Principal Debtor's liability under this Legal Charge or the security created by it.

3.3 So far only as the liabilities of the Principal Debtor are concerned, the continuing nature of the security created by this Legal Charge may be determined at the expiration of three calendar months after the receipt by the Security Trustee from the Mortgagor of notice in writing to determine it and the amount secured by this Legal Charge in respect of such liabilities shall on the expiration of such notice be

crystallized except as regards unascertained or contingent liabilities and additional sums for interest costs and expenses.

3.4 As between the Principal Debtor on the one hand and the Mortgagor and the Mortgaged Property on the other hand the Principal Debtor shall be primarily liable for the payment of the monies hereby covenanted to be paid by the Principal Debtor but this provision shall not affect the Security Trustee (or any other Secured Party) or in any way preclude the Security Trustee (or other Secured Party) from enforcing or having recourse to all or any remedies or means for recovering payment thereof which may be available under this Legal Charge or otherwise at such times and in such order and manner as the Security Trustee (or any other Secured Party) shall think fit.

3.5 Default interest on the Secured Obligations shall accrue in respect of any overdue amount from its due date or, in the case of any cost, charge, loss, liability, expense and other amount referred to in Clause 17 (Costs and Expenses) from the date such amount was expended, paid or debited on account by the Security Trustee or any other Secured Party (without the necessity of any demand being made for payment thereof), in each case, up to the date of actual payment (both before and after judgment) at the Default Rate. Any default interest accruing under this paragraph shall be immediately payable by the Principal Debtor or the Mortgagor on demand by the Security Trustee or any other Secured Party. Unless otherwise agreed, such default interest (if unpaid) will be compounded with the relevant overdue amount or cost, charge, loss, liability, expense and other amount referred to in Clause 17 (Costs and Expenses) on a monthly basis but will remain immediately due and payable.

4. SECURITY

4.1 General

All security created by the Mortgagor under this Clause 4 is:

(a) continuing security for the payment and discharge of the Secured Obligations;

(b) granted with full title guarantee;

(c) granted in respect of all the right, title and interest (if any), present and future of the Mortgagor in and to the relevant Security Asset; and

(d) granted in favour of the Security Trustee to hold on trust for and on behalf of the Secured Parties.

4.2 **Charges**

(a) The Mortgagor hereby charges:

(i) by way of legal mortgage all the Mortgaged Property and all the interest of the Mortgagor in the Mortgaged Property TOGETHER with all buildings, fixtures including trade fixtures (if any) and fixed plant and machinery from time to time on the Mortgaged Property together with all estates, rights, title, options, easements and privileges benefitting the same including all beneficial interests and rights in the Mortgaged Property and in any proceeds of sale or disposal of any part of the Mortgaged Property;

(ii) by way of first fixed charge any shares held by the Mortgagor in any company from time to time which has any rights in or is connected to the Mortgaged Property; and

(iii) by way of first fixed charge the benefit of all guarantees, indemnities, rent deposits, agreements, contracts, undertakings and warranties relating to the Mortgaged Property.

(b) The Mortgagor hereby assigns and agrees to assign all of its right, title, estate and other interests in and to all rents and other sums at any time payable by any tenants or licensees or occupiers of the Mortgaged Property together with the benefit of all its rights and remedies relating to them subject to redemption upon repayment of the Secured Obligations.

(c) The Mortgagor hereby assigns and agrees to assign all of its right, title, estate and other interests in and to all monies from time to time payable to the Mortgagor

under or pursuant to all present and future contract or policies of insurance to which it is entitled in relation to the Mortgaged Property including without limitation the refund of any premiums subject to redemption upon repayment of the Secured Obligations.

(d) The Mortgagor hereby charges by way of first fixed charge the Business.

4.3 **Implied covenants of title**

The covenant set out in Sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to this Clause 4. It shall be implied in respect of this Clause 4 that the Mortgagor is disposing of the Security Assets free from all charges and encumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment).

4.4 **Ownership**

The Mortgagor is the legal and beneficial owner of, and has good and marketable title to, the Security Assets, in each case, free from security (other than that created by or pursuant to this Legal Charge) and restrictions and onerous covenants.

5. LAND REGISTRY

5.1 The Mortgagor hereby requests if the Mortgaged Property is registered at the Land Registry (and against any title to any unregistered property making up the Mortgaged Property which is the subject of a first registration of title at the Land Registry) the Chief Land Registrar:

(A) to enter the following restriction into the register in favour of the Security Trustee:

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge

dated [insert date] in favour of Barclays Security Trustee Limited as referred to in the charges register", and

(B) to enter an obligation to make further advances on the Charges Register relating to the Mortgaged Property.

5.2 The Mortgagor certifies to the Land Registry that the security interest created under or pursuant to this Legal Charge does not contravene any of the provisions of the articles of association or other constitutive documents of the Mortgagor if applicable.

6. REPRESENTATIONS

6.1 The Mortgagor represents and warrants that:

(a) it has full power and authority and is legally empowered to enter into this Legal Charge and to grant security over the Mortgaged Property on the terms set out herein;

(b) it has taken all necessary actions (including corporate actions) to authorise the acceptance of and the exercise of its rights under this Legal Charge and the performance of its obligations under this Legal Charge and all other documents to be entered into by it in connection herewith;

(c) there is no legal or other restriction on its ability to enter into and perform its obligations in respect of this Legal Charge, including that such entry or performance will not constitute a breach of any law, regulation or official directive to which it is subject or any agreement by which it is bound;

(d) this Legal Charge will be valid, binding and enforceable in accordance with its terms;

(e) neither the Mortgagor, nor any of its affiliates is either:

(i) listed, or is owned or controlled, directly or indirectly, by any person which is listed on an SDN List; or

(ii) located, organised or resident in a country which is the subject of sanctions by any Authority;

(f) no Security Interest (other than the Security Interests created or expressed to be created by or pursuant to this Legal Charge) exists on, over or in relation to any of the Mortgaged Property or any other assets being charged pursuant to this Legal Charge at the date of this Legal Charge;

(g) any assets being charged pursuant to this Legal Charge which are in the form of shares are fully paid and not subject to any option to purchase or similar rights. The constitutional documents of companies whose Securities are subject to the security created by this Legal Charge do not and could not restrict or inhibit any transfer of those shares on creation or enforcement of the Security; and

(h) no "warning notice" or "restrictions notice" (as defined in Clause 1(2) of Schedule 1B of the Companies Act 2006) has been issued in respect of all or any part of the shares.

Each of the above representations of this Clause 6 will be correct and complied with in all respects at all times during the Security Period as if repeated by reference to the then existing circumstances.

7. GENERAL UNDERTAKINGS

7.1 The Mortgagor undertakes to procure that:

(a) it shall not make any material change in the scope or nature of its business;

(b) if the Mortgagor is a partnership, it shall notify the Security Trustee in writing immediately of any change in the membership of the partnership. Whenever possible such notification shall be given in advance of such change; and

(c) if the Mortgagor comprises one or more trustees, it shall give to the Security Trustee not less than 28 days' prior written notice of the proposed retirement of any trustee or the appointment of any new trustee (which shall not be

effected without the prior written consent of the Security Trustee) and shall notify the Security Trustee in writing immediately upon the death of any trustee or the dissolution of any firm or corporation acting as trustee.

8. UNDERTAKINGS

8.1 General

(a) The Mortgagor covenants with the Security Trustee that during the continuance of this security that it will not (without the prior written consent of the Security Trustee):

(i) create or agree to create or permit to subsist any mortgage or other fixed charge or other security of any kind over the Mortgaged Property or other assets charged pursuant to this Legal Charge;

(ii) sell, assign, transfer, part with or share possession or otherwise dispose of or deal with its interest in the Mortgaged Property or other assets charged pursuant to this Legal Charge;

(iii) create or grant any interest in the Mortgaged Property or any other asset secured by this Legal Charge in favour of a third party; or

(iv) sever or remove any of the fixtures forming part of its Mortgaged Property, if to do so would be reasonably expected to have a materially adverse effect on the value, saleability or use of the Mortgaged Property or the enforceability of this Legal Charge.

(b) During the continuance of this security, no statutory or other power of granting or agreeing to grant or of accepting or agreeing to accept surrenders of leases or tenancies of the Mortgaged Property or any part thereof shall be capable of being exercised by the Mortgagor without the prior consent in writing of the Security Trustee.

(c) During the continuance of this security the Mortgagor shall have no statutory or other power to vary the terms of any lease or underlease of or relating to the

Mortgaged Property or any part thereof without the prior consent in writing of the Security Trustee.

(d) The Mortgagor shall immediately on execution of this Legal Charge or, in relation to any occupational lease coming into existence after the date of this Legal Charge, upon the Mortgagor entering into that occupational lease, give notice to each tenant in such form as is approved by the Security Trustee and shall procure that such tenant gives to the Security Trustee within a reasonable time of the execution of this Legal Charge or the occupational lease, as appropriate, a duly completed acknowledgement of such notice. If the Mortgagor fails to do so, the Security Trustee may give such notice.

(e) The Mortgagor hereby covenants with the Security Trustee that:

(i) immediately upon execution of this Legal Charge, to deposit with the Security Trustee, all deeds and documents relating to any occupational interest at the Mortgaged Property and any title insurance policies unless held by the Mortgagor's solicitor to the order of the Security Trustee and to deposit with the Security Trustee or such solicitor at any time thereafter any further such deeds and other documents relating to such occupational interests or title insurance policies, promptly upon coming into possession of any of those items;

(ii) without prejudice to paragraph (i) above, following execution of this Legal Charge, on written demand to deposit with the Security Trustee all title deeds and other documents constituting or evidencing title to the Mortgaged Property, unless held by the Mortgagor's solicitor to the order of the Security Trustee and to deposit with the Security Trustee or such solicitor at any time thereafter on written demand any further such title deeds and documents;

(iii) if and so long as the title to the Mortgaged Property or any part thereof is not registered under the Land Registration Acts 1986 to 2002 no person shall, during the continuance of this security, be registered under the said

Acts as proprietor of the Mortgaged Property or any part thereof without the consent in writing of the Security Trustee;

(iv) upon any such registration the Mortgagor will forthwith deliver to the Security Trustee copies of evidence of registration (including a copy of the title plan and register for each registered title in respect of the Mortgaged Property) and such title plans and registers delivered to the solicitor holding the title deeds to the Security Trustee's order in accordance with paragraph (i) above; and

(v) the Mortgagor will comply with all planning laws and regulations and the terms of any authorisation in respect of any such planning laws or regulations, in each case relating to the Mortgaged Property.

8.2 **Environment**

The Mortgagor undertakes to the Security Trustee that during the continuance of the security constituted by this Legal Charge it shall at all times:

(a) obtain and maintain in full force and effect all Environmental Approvals and ensure that the business and/or operations carried on at the Mortgaged Property comply in all respects with all Environmental Laws and Environmental Approvals;

(b) promptly on becoming aware of it, inform the Security Trustee of any Environmental Claim which has been made or threatened against the Mortgagor or any occupier of the Mortgaged Property setting out the action which is to be taken with respect to that Environmental Claim; and

(c) notify the Security Trustee promptly on becoming aware of any Environmental Contamination at or brought on to the Mortgaged Property or circumstances likely to lead to Environmental Contamination which might give rise to any Environmental Claim, and take or procure the taking of all necessary action to deal with, remedy or remove from the Mortgaged Property or prevent the incursion of (as the case may be) that Environmental Contamination or circumstances likely to lead to

Environmental Contamination so as to prevent an Environmental Claim, endeavouring always to minimise the danger or harm arising to the environment.

8.3 **Compliance**

During the continuance of this security the Mortgagor shall:

(a) obtain and maintain all consents and observe and perform all covenants, stipulations, requirements, court orders, regulations and obligations from time to time affecting the Mortgaged Property and comply with all requirements of any authority and all obligations under any statute, bye-laws, and regulations relating to the whole or any part of the Mortgaged Property; and

(b) give full details to the Security Trustee of any notice, order, direction, designation, resolution, proposal or other matter given or made by any authority (whether or not under any planning legislation, regulations and/or bye-laws) and relating to the Mortgaged Property or the area in which the Mortgaged Property is situated and if required by the Security Trustee take all necessary steps to comply with such notice.

8.4 **Pay outgoings**

During the continuance of this security, the Mortgagor shall punctually pay or cause to be paid all present and future rent, rates, taxes, duties, charges, assessments, impositions and outgoings whatsoever now or at any time payable, charged, assessed on or in respect of the Mortgaged Property or any part of it.

9. INFORMATION AND ACCESS

The Mortgagor shall:

(a) from time to time on request by the Security Trustee, provide the Security Trustee with such information as the Security Trustee may reasonably require about the Mortgaged Property and its compliance with the terms of this Legal Charge;

(b) permit the Security Trustee, its representatives, professional advisers and contractors, free access at all reasonable times and on reasonable notice to inspect the

Mortgaged Property (including, without limitation, for the purposes of conducting a valuation of the Mortgaged Property); and

(c) promptly notify the Security Trustee of any litigation, arbitration or administrative proceedings commenced, pending or threatened against it or any of its Subsidiaries or any other event which is reasonably likely to adversely affect the value or otherwise depreciate, impair or prejudice the Mortgaged Property and/or any other asset charged pursuant to this Legal Charge or result in the security created by this Legal Charge becoming enforceable.

10. OBLIGATIONS WHERE THE MORTGAGED PROPERTY IS LEASEHOLD

The Mortgagor undertakes to the Security Trustee in respect of the Mortgaged Property (where the Mortgaged Property is leasehold) as follows:

(a) not at any time without the Security Trustee's prior consent in writing, to surrender to the landlord of the Mortgaged Property (the ***Landlord***) (whether formally or informally) any lease under which the Mortgaged Property is held or otherwise in any way voluntarily to give up possession of the Mortgaged Property to the Landlord or to vary the terms of the lease;

(b) to comply forthwith with any notice served on the Mortgagor by the Landlord under Section 146 of the Law of Property Act 1925 (or any statutory re-enactment thereof);

(c) to take all reasonable steps (including (if appropriate) but not limited to making an application to the court for relief against forfeiture) to prevent the Landlord from lawfully exercising a right, peaceably, to re-enter the Mortgaged Property;

(d) to inform the Security Trustee forthwith (and in any event prior to leaving the Mortgaged Property vacant) of any intention to leave the Mortgaged Property vacant for a period in the case of residential property, of 28 days or more and in the case of commercial property, for 14 days or more;

(e) to comply at all times with the covenants on the Mortgagor's part contained in the lease under which the Mortgaged Property is held and to pay the rent and any other sums payable under the lease promptly and to provide forthwith to the

Security Trustee following receipt of a request to that effect from the Security Trustee due evidence of the payment to the landlord of all such sums;

(f) forthwith, on receipt of the same, to forward to the Security Trustee copies of all notices of whatever kind or other correspondence or communications received from the Landlord relating to alleged breaches of any covenant contained in the lease; and

(g) to advise the Security Trustee forthwith (and thereafter to keep the Security Trustee fully informed as to the progress) of any dispute or potential dispute between the Mortgagor and the Landlord giving details of the nature of the dispute, the facts resulting in the dispute and any other relevant information.

11. COVENANTS

The Mortgagor by executing this Legal Charge covenants with the Security Trustee that the Mortgagor during the continuance of this security:

(a) will keep all buildings now or for the time being subject to this security adequately insured against loss or damage by fire and such other risks as the Security Trustee may from time to time require to the full replacement value thereof (having regard to any possible increases in building costs and including the costs of demolition, costs of alternative accommodation and architect's, engineer's, surveyor's and other professional fees) with an insurance office or underwriters approved by the Security Trustee in writing from time to time and if so required by the Security Trustee in the joint names of the Mortgagor and the Security Trustee and will duly pay all premiums and other monies necessary for effecting and keeping up such insurance within one week of the same becoming due or, if a shorter time period, the time period for payment specified by the insurers, and will on demand produce to the Security Trustee the policies of such insurance and the receipts for such payments;

(b) will keep all buildings now or for the time being subject to this security in good repair and condition;

(c) will keep all the utilities on the Mortgaged Property and/or serving the Mortgaged Property and any heating system in good working order;

(d) will not without the prior consent of the Security Trustee make any structural or material alteration to the Mortgaged Property;

(e) will duly and with reasonable expedition complete any building operations commenced at any time by the Mortgagor on the Mortgaged Property;

(f) acknowledges at any time after payment of the monies secured by this Legal Charge has been demanded or if default shall be made by the Mortgagor in performing any of the above obligations the Security Trustee may as the case may be insure and keep insured the Mortgaged Property in any sum which the Security Trustee may think expedient or may repair and keep in repair the Mortgaged Property or may complete any such building operations (with power to enter upon the Mortgaged Property for any of those purposes without thereby becoming a mortgagee in possession);

(g) will manage the Mortgaged Property, any person occupying the whole or any part of the Mortgaged Property in accordance the principles of good estate management and in any manner that the Security Trustee in its sole discretion may require; and

(h) acknowledges all monies expended by the Security Trustee under this provision shall be deemed to be properly paid by the Security Trustee.

12. **APPLICATION OF INSURANCE PROCEEDS**

All monies received on any insurance whatsoever in respect of loss or damage by fire or otherwise to the Mortgaged Property or any part thereof (whether effected or maintained by the Mortgagor in pursuance of his obligation under the covenant contained in Clause 11 (*Covenants*) of this Legal Charge or independently of or otherwise than in pursuance of such obligation) shall as the Security Trustee requires either be applied in making good the loss or damage in respect of which the monies are received or be paid to the Security Trustee in or towards payment of the monies

for the time being secured by this Legal Charge or such part or parts thereof as the Security Trustee may require.

13. POWERS ON ENFORCEMENT

(a) Section 103 of the Law of Property Act 1925 shall not apply to this security but the statutory power of sale, shall as between the Security Trustee and a purchaser from the Security Trustee, arise on and be exercisable at any time after the execution of this security, provided that the Security Trustee shall not exercise the said power of sale until payment of the monies secured by this Legal Charge or any part thereof has been demanded but this proviso shall not affect a purchaser or put him upon inquiry whether such demand has been made.

(b) Section 93 of the Law of Property Act 1925 dealing with the consolidation of mortgages, shall not apply to this security. Each party to this Legal Charge understands that under the Land Registration Act 2002, this Legal Charge (including any attachments) will be available for inspection by any person upon application to the Land Registry.

14. RECEIVER

14.1 Appointment of Receiver

(a) At any time after the Security Trustee shall have demanded payment of any monies secured by this Legal Charge or if requested by the Mortgagor, the Security Trustee may (unless precluded by law) without further notice appoint under seal or in writing any one or more qualified persons to be a Receiver of all or any part of the Security Assets, to act together or independently of the other or others appointed to the extent applicable.

(b) In this Clause 14, a "**qualified person**" means a person who, under the Insolvency Act 1986, is qualified to act as a Receiver of the property of any company or individual with respect to which that person is appointed.

14.2 **Powers of Receiver**

(a) The Receiver shall (so far as the law permits) be the agent of the Mortgagor (who shall alone be personally liable for his acts, defaults and remuneration) and shall have and be entitled to exercise all powers conferred by the Law of Property Act 1925 in the same way as if the Receiver had been duly appointed under that Act and in particular by way of addition to, but without limiting any general powers referred to in this Legal Charge (and without prejudice to any of the Security Trustee's powers), the Receiver shall have power in the name of the Mortgagor or otherwise to do the following things:

(i) **Take possession**: to take possession of, collect and get in all or any part of the Mortgaged Property and for that purpose to take any proceedings as the Receiver shall think fit;

(ii) **Protection of assets**: to commence and/or complete any building operations on the Mortgaged Property or any part thereof and to apply for and obtain any planning permissions, building regulation approvals and any other permissions, consents or licences in each case as the Receiver may in his absolute discretion think fit;

(iii) **Raising finance**: to raise money from the Security Trustee (or any Secured Party) or others on the security of the Mortgaged Property or otherwise;

(iv) **Services for tenants**: to provide such facilities and services for tenants and generally to manage the Mortgaged Property in such manner as the Receiver shall think fit;

(v) **Leasehold Mortgaged Property**: if the Mortgaged Property is leasehold, to vary the terms of or surrender any lease and/or to take a new lease thereof or of any part thereof on such terms as the Receiver shall think fit and so that any such new lease shall ipso facto become charged to the Security Trustee on the terms hereof, so far as applicable and to execute a formal legal charge over any such new lease in favour of the Security Trustee in such form as it may require;

(vi) **Sell, let etc.**: to sell, let or lease or concur in selling, letting or leasing and to vary the terms of, terminate or accept surrenders of leases or tenancies of the Mortgaged Property or any part thereof in such manner and for such term, with or without a premium with such rights relating to other parts thereof and containing such covenants on the part of the Mortgagor or otherwise and generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) as the Receiver shall think fit;

(vii) **Compromise**: to make any arrangement or compromise which the Receiver shall think fit;

(viii) **Maintenance**: to make and effect all repairs, improvements and insurances;

(ix) **Carry on business**: to carry on or concur in carrying on the Business (if any) and for that purpose to raise money from the Security Trustee (or any Secured Party) or others on the security of the Mortgaged Property or otherwise and to transfer the goodwill of the Business (if any) with the Mortgaged Property;

(x) **Resources**: to use all stock and chattels at the Mortgaged Property for the purpose of carrying on the Business (if any);

(xi) **Maintain Licences**: to apply for and obtain whether in the Receiver's own name or otherwise all licences, consents, registrations and approvals which may be necessary for the lawful running of the Business (if any) (***Licences***) and to insure all Licences against forfeiture, suspension or non-renewal;

(xii) **Engaging persons to carry on Business**: to engage such persons as the Receiver may in its absolute discretion consider necessary or desirable for the running of the Business (if any) upon such terms and conditions as the Receiver shall deem fit;

(xiii) **Acquire assets**: to buy in all such stock and chattels as the Receiver shall in its absolute discretion consider necessary or desirable for the running of the Business (if any);

(xiv) **Books and records**: to have access to, to use and to make up the books and records of the Business (if any);

(xv) **Contracts**: to carry on existing contracts and to enter into such new contracts for such purposes as the Receiver shall deem necessary for the running of the Business (if any);

(xvi) **Appointments**: to appoint managers, officers, contractors, advisors and agents for the above purposes upon such terms as to remuneration or otherwise as the Receiver may determine; and

(xvii) **General powers**: to do all such other acts and things as may be considered to be incidental or conducive to any of the matters or powers aforesaid and which the Receiver lawfully may or can do,

provided that the Receiver shall not be authorised to exercise any of the above powers, if and insofar and so long as the Security Trustee has in writing excluded those powers whether at the time of the Receiver's appointment or subsequently.

(b) The statutory powers of sale leasing and accepting surrenders exercisable by the Security Trustee hereunder, are hereby extended so as to authorise the Security Trustee whether in its own name or in that of the Mortgagor or otherwise to grant a lease or leases of the whole or any part or parts of the Mortgaged Property with such rights relating to other parts thereof and containing such covenants on the part of the Mortgagor or otherwise and generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) and whether or not at a premium as the Security Trustee in its absolute discretion shall think fit.

14.3 **Removal**

The Security Trustee may from time to time by writing remove any Receiver appointed by it (so far as it is lawfully able) and may, whenever it may deem it expedient, appoint a new

Receiver in the place of any Receiver whose appointment may for any reason have terminated.

14.4 **Remuneration**

(a) The Security Trustee may from time to time, fix the remuneration of any Receiver appointed by it (which remuneration may be or include a commission calculated by reference to the gross amount of all moneys received or otherwise and may include remuneration in connection with claims, actions or proceedings made or brought against the Receiver by the Mortgagor or any other person or the performance or discharge of any obligation imposed upon the Receiver by statute or otherwise) but such remuneration shall be payable by the Mortgagor alone, and sections 109(6) and (8) of the Law of Property Act 1925 shall not apply in relation to any Receiver appointed under this Legal Charge.

(b) The amount of such remuneration may be debited by the Security Trustee to any account of the Mortgagor held with a Secured Party, but shall, in any event, form part of the Secured Obligations and accordingly be secured on the Security Assets under the security contained in this Legal Charge.

14.5 **Extent of Appointment**

The exclusion of any Security Assets from the appointment of the Receiver, shall not preclude the Security Trustee from subsequently extending the Receiver's or Receivers' appointment (or that of their replacement) to that part or appointing another Receiver over any other part of the Security Assets.

14.6 **No liability as mortgagee in possession**

None of the Secured Parties shall, nor shall any Receiver appointed as aforesaid, by reason of it or the Receiver entering into possession of the Security Assets or any part of them, be liable to account as mortgagee in possession or be liable for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

14.7 **Agent of the Mortgagor**

(a) Every Receiver of the Mortgagor duly appointed by the Security Trustee under the powers in that respect contained in this Legal Charge, shall be deemed to be the agent of the Mortgagor for all purposes and shall as such agent for all purposes be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Law of Property Act 1925.

(b) The Mortgagor alone shall be responsible for the contracts, engagements, acts, omissions, defaults and losses of the Receiver and for liabilities incurred by the Receiver and no Secured Party shall incur any liability for them by reason of the Security Trustee appointing such Receiver or for any other reason whatsoever.

14.8 **Security Trustee may exercise**

To the fullest extent permitted by law, all or any of the powers, authorities and discretions which are conferred by this Legal Charge (either expressly or impliedly) upon a Receiver of the Security Assets may be exercised after the security created under this Legal Charge becomes enforceable by the Security Trustee in relation to the whole of such Security Assets or any part of them without first appointing a Receiver of such property or any part of it or notwithstanding the appointment of a Receiver of such property or any part of it.

15. FURTHER ASSURANCES

15.1 The Mortgagor shall on demand execute any document and do any other act or thing (in either case, at the expense of the Mortgagor) which the Security Trustee (or any other Secured Party) may reasonably specify for protecting, preserving or perfecting any security created or intended to be created by this Legal Charge or for facilitating the realisation thereof or otherwise for enforcing the same or exercising any of the powers, rights and discretions of the Security Trustee (or any other Secured Party) under this Legal Charge, including the execution of all releases, transfers, assignments and other documents and the giving of all notices, orders, instructions, directions and requests for any consents to enable the property to be charged which the Security Trustee (or any other Secured Party) may reasonably request.

15.2 The Mortgagor by way of security by executing this Legal Charge irrevocably appoints each of the Security Trustee and any Receiver or Delegate appointed under this Legal Charge jointly and severally to be its attorney with full power of delegation in its name and on its behalf:

(a) to sign, execute, seal, complete and deliver any document, deed, agreement, instruments or act which the Security Trustee or such Receiver or Delegate may require for perfecting the title of the Security Trustee to the Mortgaged Property or for vesting the same in the Security Trustee, its nominees or any purchaser or generally for any of the purposes set out in this Legal Charge;

(b) otherwise generally to sign, seal, execute and deliver all deeds, assurances, agreements and documents and to do all acts and things which may be required for the full exercise of all or any of the powers conferred on the Security Trustee or a Receiver or Delegate under this Legal Charge or which may be deemed expedient by the Security Trustee or a Receiver or a Delegate in connection with any disposal, realisation or getting in by the Security Trustee or such Receiver or Delegate of the Mortgaged Property or any part thereof or in connection with any other exercise of any power under this Legal Charge.

15.3 The Mortgagor shall ratify and confirm all transactions entered into by the Security Trustee, any Receiver or any Delegate of the Security Trustee in the exercise or purported exercise of the Security Trustee's or the Receiver's respective powers and all things done by the Security Trustee, such Receiver or Delegate by virtue of any power of attorney given by this Clause 15.

15.4 The Mortgagor hereby acknowledges that the power of attorney hereby granted to the Security Trustee, any Receiver and its Delegates and substitutes is granted irrevocably and for value as part of the security constituted by this Legal Charge to secure the proprietary interests of and the performance of obligations owed to the respective donees within the meaning and for the purposes of the Powers of Attorney Act 1971.

15.5 All powers of the Receiver hereunder may be exercised by the Security Trustee whether as attorney of the Mortgagor or otherwise and whether or not the Receiver has been appointed.

16. CO-OPERATION WITH THE RECEIVER

16.1 Each of the Mortgagor and the Principal Debtor (or either of them as the case may be) covenants with the Security Trustee as follows:

(a) that the Mortgagor and the Principal Debtor (or any of them as the case may be) will co-operate with the Receiver in his running of the Business (if any) and will afford the Receiver the opportunity to inspect and copy the books and records of the Business (if any) as and when requested;

(b) that the Mortgagor and the Principal Debtor (or any of them as the case may be) will upon request provide the Receiver with such information as the Receiver may require in connection with the Business (if any);

(c) not to remove the books and records of the Business (if any) from the Mortgaged Property; and

(d) not to remove any of the stock or chattels from the Mortgaged Property save that nothing in this Clause 16.1 shall prevent the Mortgagor or the Principal Debtor from removing or destroying stock or chattels which are no longer fit for the purpose for which they were intended or from using or selling the stock in the ordinary course of trading.

16.2 In relation to the Business (if any) the Mortgagor and the Principal Debtor (or any of them as the case may be) covenant(s) with the Security Trustee as follows:

(a) to endorse and transfer or cause to be endorsed and transferred any Licences to the Security Trustee or the Receiver or such other person as the Security Trustee or the Receiver may nominate and give all notices and make all applications required to effect the legal transfer of any Licences or for obtaining new Licences to or for the Security Trustee, the Receiver or such other persons, as the Security Trustee or the Receiver may nominate;

(b) to preserve and renew as necessary all Licences;

(c) to conduct the Business (if any) in a lawful and proper manner to the best advantage and not to do or permit any act or thing which may endanger the Licences or render them void or voidable or liable to be forfeited or suspended or subject to any penalty or disqualification;

(d) to insure (in a sum required by the Security Trustee from time to time) the Licences against forfeiture, suspension or non-renewal and to produce on demand evidence satisfactory to the Security Trustee that such insurance is in force; and

(e) not to create any further mortgage or charge of the goodwill.

16.3 Each of the Mortgagor and the Principal Debtor by executing this Legal Charge irrevocably authorises the Security Trustee, the Receiver or any nominee or Delegate of the Security Trustee or the Receiver whether in the Mortgagor's and/or the Principal Debtor's name or otherwise to sign any document and to do any other act or thing which may be requisite or necessary to protect or to effect any renewal or transfer of any Licences to the Security Trustee, the Receiver or any nominee or Delegate of the Security Trustee or the Receiver and this Legal Charge shall be conclusive proof of the Mortgagor's and the Principal Debtor's consent to protection, renewal or transfer of such Licences.

16.4 After the Receiver has been appointed the net profits of the Business (if any) after deduction of the costs and expenses referred to in Clause 17 (*Costs and Expenses*) shall be applied in or towards payment of the Secured Obligations and all losses incurred in the carrying on of the Business (if any) shall be recoverable from the Mortgagor or the Principal Debtor as a debt and may be debited to any account of the Mortgagor or the Principal Debtor held with a Finance Party as the case may be and shall bear interest accordingly and shall be charged on the Mortgaged Property and the charge hereby conferred shall be in addition and without prejudice to any and every remedy, lien or security which the Security Trustee may have or but for the said charge would have for the monies secured by this Legal Charge or any part thereof.

16.5 If any provision contained in this Clause 16 is or at any time becomes illegal, invalid or unenforceable in any respect the legality, validity or enforceability of the remaining provisions of this Legal Charge shall not be in any way affected or impaired thereby.

17. COSTS AND EXPENSES

17.1 All costs, charges and expenses incurred under this Legal Charge by the Security Trustee (whether acting in its personal capacity or as security trustee for the Secured Parties) (or any other Secured Party and their nominees, agents and Delegates) and all other monies paid by the Security Trustee (whether acting in its personal capacity or as security trustee for the Secured Parties) (or any other Secured Party and their nominees, agents and Delegates) in perfecting or otherwise in connection with this security or in respect of the Mortgaged Property including (without prejudice to the generality of the foregoing) all monies expended by the Security Trustee (or any other Secured Party) under Clause 11 (*Covenants*) of this Legal Charge and all costs of the Security Trustee or any other Secured Party and their nominees, agents and Delegates of all proceedings for enforcement of the security constituted by this Legal Charge or for obtaining payment of the monies secured by this Legal Charge or any part thereof or arising out of or in connection with the acts authorised by Clause 14 (*Receiver*) or Clause 15 (*Further Assurances*) (and so that any taxation of the Security Trustee's costs, charges and expenses shall be on the full indemnity basis) shall be recoverable so far as they relate to the liabilities of the Principal Debtor from the Principal Debtor and so far as they relate to the liabilities of the Mortgagor from the Mortgagor as a debt and may be debited to any account of the Principal Debtor and/or the Mortgagor and shall bear interest in accordance with Clause 3.5 and shall be charged on the Mortgaged Property and the charge conferred by this Legal Charge shall be in addition and without prejudice to any and every other remedy, lien or security which the Security Trustee (or any other Secured Party) may have or but for the said charge would have for the monies secured by this Legal Charge or any part thereof.

17.2 The Mortgagor and the Principal Debtor shall on demand pay to or fully indemnify the Secured Parties, or other nominee or agent on an after-tax basis against all

losses, actions, claims, costs (including legal costs), expenses, proceedings, liabilities and expenditure which the Security Trustee (whether acting in its personal capacity or as security trustee for and on behalf of the Secured Parties) or any other Secured Party, and any of their nominees or agents may suffer, pay or incur, acting reasonably, in connection with any payment or discharge in respect of the Secured Obligations (whether made by the Mortgagor and/or the Principal Debtor or a third person) being impeached or declared void for any reason whatsoever.

17.3 Where, pursuant to Clause 17.1 or 17.2 above, a sum is paid to the Secured Parties (or their nominees, agents or Delegates), the Mortgagor and the Principal Debtor shall, in addition, pay to any Secured Party in respect of value added tax:

(a) (except where the payment falls within paragraph (b) below), such amount as equals any value added tax charged to the relevant Secured Party (or their nominees, agents or Delegates) in respect of the matter which gives rise to the payment and which the relevant Secured Party (or their nominees, agents or Delegates) certifies is not recoverable by it by repayment or credit (such certificate to be conclusive in the absence of manifest error); and

(b) on any reimbursement of or indemnification for any commissions, costs, charges, expenses or other items incurred by the relevant Secured Party (or their nominees, agents or Delegates) as agent for the Mortgagor and/or the Principal Debtor, such amount as equals the amount included in the commissions, costs, charges, expenses or other items in respect of value added tax (and in such a case the relevant Secured Party (or their nominees, agents or Delegates) shall provide the Mortgagor and/or the Principal Debtor with an appropriate tax invoice in respect of such item, naming the Mortgagor and/or the Principal Debtor as recipient of the relevant supply).

17.4 The Mortgagor and the Principal Debtor agrees that no Secured Party will be held responsible for any loss suffered as a result of exercise of or failure to exercise by the Security Trustee (or any other Secured Party) of its rights under this Legal Charge, except in the case of gross negligence or wilful default of the relevant Secured Party.

18. CONTINUING SECURITY

This security shall be continuing security and will extend to the ultimate balance of the Secured Obligations, regardless of any intermediate payment or discharge in whole or in part and shall not prejudice or affect any security which may have been created by any deposit of title deeds or other documents which may have been made with the Secured Parties prior to the execution of this Legal Charge relating to the Mortgaged Property or to any other property or any other security which the Security Trustee may now or at any time after the date of this Legal Charge hold on trust for and on behalf of the Secured Parties in respect of the monies secured by this Legal Charge or any of them or any part thereof respectively.

19. WAIVER OF DEFENCES

19.1 None of the liabilities or obligations of each of the Principal Debtor and the Mortgagor under the security constituted by this Deed shall be impaired by a Secured Party:

(a) agreeing any amendment, variation, restatement, assignment, replacement, refinancing, novation or departure (however substantial or material) of, to or from any document so that any such amendment, variation, restatement, assignment, replacement, refinancing, novation or departure (including any which may have been made before the signing of this Deed) shall, whatever its nature, be binding upon each of the Principal Debtor and the Mortgagor in all circumstances, notwithstanding that it may increase or otherwise affect the liability of any of the Principal Debtor and the Mortgagor;

(b) releasing or granting any time or any indulgence of any (including, without limitation, the waiver of any preconditions for drawing under, or of any breach of, any document), or entering into any transaction or arrangements whatsoever with or in relation to any of the Principal Debtor or the Mortgagor and/or any third party;

(c) taking, accepting, varying, dealing with, enforcing, abstaining from enforcing, surrendering or releasing any security, right of recourse, set off or combination or other right or interest held by a Secured Party for the Secured Obligations and any

other obligations secured under this Deed in such manner as the relevant Secured Party thinks fit;

(d) claiming, proving for, accepting or transferring any payment in respect of the Secured Obligations and any other obligations secured under this Deed in any composition by, or winding up of, any principal obligor and/or any third party or abstaining from so claiming, proving for, accepting or transferring; or

(e) amalgamating with any other company or person whether the new company thus formed shall or shall not differ in its name, objects, character and constitution from the Secured Party, it being the intent that this Deed shall remain valid and effectual in all respects and for all purposes in favour of and with reference to any such new company when formed, and may be proceeded on and enforced in the same manner to all intents and purposes as if such new company had been expressly named in and referred to herein instead of the Secured Party.

19.2 Each Principal Debtor and the Mortgagor expressly confirms that it intends that the security constituted by this Deed shall extend from time to time to any (however fundamental) variation, renewal, replacement, refinancing, increase, extension or addition of or to any of documents and/or any facility or amount made available under any of the documents including, without limitation, any variation or extension of the purposes for which any facility or amount might be made available from time to time and any fees, costs and/or expenses associated with the foregoing.

20. DEFERRAL OF RIGHTS

(a) Until the end of the Security Period, the Mortgagor or the Principal Debtor will not exercise any rights which it may have by reason of performance by it of its obligations under this Deed:

(i) to be indemnified by the Mortgagor or the Principal Debtor or in respect of any other person;

(ii) to claim any contribution from any guarantor or other person in respect of the Secured Obligations;

(iii) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Security Trustee or any other Secured Party under any document or of any guarantee or Security taken pursuant to, or in connection with, the Secured Obligations by the Security Trustee or any other Secured Party;

(iv) to bring legal or other proceedings for an order requiring the Mortgagor or the Principal Debtor or any other person to make any payment, or perform any obligation, in respect of which the Mortgagor or the Principal Debtor or any other person has given a guarantee, undertaking or indemnity;

(v) to exercise any right of set-off against the Mortgagor or the Principal Debtor or any other person; and/or

(vi) to claim or prove as a creditor of the Mortgagor or the Principal Debtor or other person in competition with the Security Trustee or any other Secured Party.

(b) If the Mortgagor or the Principal Debtor receives any benefit, payment or distribution in relation to such rights, it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Secured Party by the Mortgagor or the Principal Debtor to be repaid in full on trust for the Secured Party and shall promptly pay or transfer the same to the Secured Party or as the Secured Party may direct for application.

21. ACCOUNTS

If any Secured Party receives notice that the Mortgagor has encumbered or disposed of the Mortgaged Property or any part thereof or on the expiration of written notice given under the provisions of Clause 3.3 be entitled to close the accounts of the Mortgagor and the Principal Debtor and to open a new account or accounts and (without prejudice to any right of the Security Trustee (or any other Secured Party) to combine accounts) no money paid into or carried to the Mortgagor's or the Principal Debtor's credit in any such new account shall be appropriated towards or have the effect of discharging any part of the amount due to the Secured Party on

any such closed account. If any Secured Party does not open a new account or accounts immediately on receipt of such notice it shall nevertheless be treated as if it had done so at the time when it received such notice and as from that time all payments made by the Mortgagor or the Principal Debtor to each Secured Party shall be credited or be treated as having been credited to such new account or accounts and shall not operate to reduce the amount due from each of the Mortgagor or the Principal Debtor to the that Secured Party at the time when it received such notice.

All payments made by a Secured Party to the Mortgagor or the Principal Debtor after a Secured Party receives such notice shall be deemed to have been first made out of any payments last received into any account of the Mortgagor or the Principal Debtor with the Secured Party.

22. SET OFF

22.1 The Security Trustee and any other Secured Party may at any time and from time to time without notice (but shall not be obliged to) set off (i) any obligation which is due and payable by the Mortgagor or the Principal Debtor to the Security Trustee, any other Secured Party and/or any other member of the Barclays Group and is unpaid against (ii) any obligation (whether or not matured) owed by the Security Trustee, any other Secured Party and/or any other member of the Barclays Group to the Mortgagor or the Principal Debtor as the case may be (with the difference between the amounts in (i) and (ii) being the ***Set Off Amount***) regardless of the place of payment, booking branch or currency of either obligation. Pursuant to the rights in the preceding sentence, any Secured Party may (and the Security Trustee may direct a Secured Party or other member of the Barclays Group to) debit an account held by the Mortgagor or the Principal Debtor, as the case may be, with any member of the Barclays Group by an amount up to and including the Set Off Amount.

22.2 If the obligations are in different currencies, the Security Trustee and any other Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set off and if when converted it

leaves the Security Trustee (or any other Secured Party) (as applicable) with less than the amount due, the Mortgagor and the Principal Debtor must make good the amount of the shortfall on demand.

22.3 The Security Trustee and any other Secured Party may in its absolute discretion estimate the amount of any liability of the Mortgagor or the Principal Debtor which is contingent or unascertained and thereafter set off such estimated amount and no amount shall be payable by the Security Trustee or Secured Party (as applicable) to the Mortgagor or the Principal Debtor unless and until all Secured Obligations have been ascertained and fully repaid or discharged.

23. Proceeds from the Mortgaged Property

23.1 At any time after payment of the monies secured by this Legal Charge or any part of it has been demanded and any part remains unpaid the Security Trustee may as agent of the Mortgagor and/or the Beneficial Owner (as applicable) remove and sell any chattels on the Mortgaged Property and the net proceeds of sale thereof shall be paid to the Mortgagor and/or the Beneficial Owner (as applicable) on demand and the Security Trustee shall not have the right to retain or set off such proceeds of sale against any indebtedness of the Mortgagor and/or the Beneficial Owner (as applicable) to the Security Trustee (or any other Secured Party).

23.2 The Mortgagor hereby covenants with the Security Trustee to pay any sums which become payable by the Mortgagor under the Agricultural Holdings Act 1986, the Agricultural Tenancies Act 1995 or under any other statute for compensation costs or otherwise to a tenant of the Mortgaged Property or any part thereof failing which the Security Trustee may pay the said sum or discharge any charge created in pursuance of any such statute for securing the same and any monies paid by the Security Trustee under this Clause 23 shall be deemed to be expenses properly incurred by the Security Trustee hereunder.

24. Discretion and Delegation

24.1 Any liberty or power which may be exercised or any determination which may be made under this Legal Charge by the Security Trustee or any Receiver may be

exercised or made from time to time in its absolute and unfettered discretion without any obligation to give reasons.

24.2 Each of the Security Trustee and any Receiver may at any time delegate all or any of the rights conferred on it by this Legal Charge.

24.3 The delegation may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions as the Security Trustee or the Receiver may think fit.

24.4 Such delegation shall not preclude either the subsequent exercise of such power, authority or discretion by the Security Trustee or the Receiver itself or any subsequent delegation or revocation.

24.5 Under no circumstances shall the Security Trustee, nor any Secured Party, nor any Receiver or Delegate nor any officer, agent or employee of any of them be liable to the Mortgagor or the Principal Debtor or any other person, as the case may be, as a result of or in connection with any act, default, omission or misconduct on the part of any Delegate.

25. RELEASE

The Mortgaged Property shall not be released by time being given to the Principal Debtor or by any arrangement in relation to other securities or by any act matter or thing whether occurring before or after demand whereby the same might have been released (except an express release duly executed by or on behalf of the Security Trustee) and any monies which may not be otherwise recoverable under this Legal Charge by reason of any legal limitation, disability or incapacity on or of the Principal Debtor shall nevertheless be recoverable from the Mortgaged Property as though such monies had been advanced to the Mortgagor as if the Mortgagor were the sole or principal debtor in respect thereof and this Legal Charge had secured such indebtedness.

26. BANKRUPTCY, WINDING UP

26.1 In the event of the insolvency, bankruptcy, administration, winding up or receivership proceedings or procedure as set out in Part 26 of the Companies Act

2006 or in the Insolvency Act 1986 or in relation to or with a view to any analogous proceedings or procedure in any jurisdiction or any arrangement with the creditors of the Principal Debtor:

(a) any monies secured by this Legal Charge shall be deemed to continue due and owing to the Security Trustee until the same are actually paid;

(b) the Mortgagor shall not until the Secured Parties have been fully repaid be entitled to participate in any other security held by the Security Trustee on trust for and on behalf of the Secured Parties or in monies received by the Secured Parties on account of monies due from the Principal Debtor;

(c) any dividends or payments received by the Secured Parties shall be taken and applied as payments in gross and shall not prejudice the right of the Secured Parties to recover out of the Mortgaged Property all the monies secured by this Legal Charge; and

(d) the Secured Parties shall be entitled to prove for the full amount of the claim of the Secured Parties and to retain the whole of the dividends to the exclusion of the rights (if any) of the Mortgagor in competition with the Secured Parties until the Secured Parties have been fully repaid.

27. TRANSFERS AND DISCLOSURE

27.1 Neither the Mortgagor nor the Principal Debtor may assign or otherwise transfer any of its rights or obligations under this Legal Charge.

27.2 The Secured Parties may at any time sell, assign, novate, securitise or otherwise transfer all or any part of their rights or obligations under this Legal Charge to any person at any time (a ***Transferee***). The Mortgagor and the Principal Debtor consent to the disclosure by the Secured Parties of any information and documentation directly or indirectly concerning this Legal Charge to any prospective or actual Transferee.

27.3 The Secured Parties may disclose any information relevant to this Legal Charge in the Secured Parties' possession relating to the Mortgagor and the Principal Debtor to:

(a) any other member or affiliate of the Barclays Group and our or their officers, directors, employees, auditors, partners, consultants and professional advisers;

(b) a governmental, banking, taxation or other regulatory authority;

(c) any person in connection with a securitisation of all or any part of the loan assets of any member of the Barclays Group from time to time;

(d) the Mortgagor and the Principal Debtor (as applicable);

(e) any person who may otherwise enter into contractual relations with any member of the Barclays Group in connection with this Legal Charge;

(f) any person to whom information is required or requested to be disclosed by any court of competent jurisdiction or governmental, banking, taxation or other regulatory authority or similar body;

(g) any rating agency (including its professional advisers) to enable the rating agency to carry out its normal rating activities;

(h) any credit reference agency; and

(i) any other obligor in respect of all or part of the Secured Obligations and any affiliate, holding company or subsidiary thereof.

28. FORBEARANCE

No delay or omission on the part of the Security Trustee (or any other Secured Party) in exercising any right, power or privilege under this Legal Charge will impair it or be construed as a waiver of it. A single or partial exercise of any right, power or privilege will not in any circumstances preclude any other or further exercise of it or the exercise of any other right, power or privilege.

29. COUNTERPARTS

This Legal Charge may be executed in any number of counterparts, each of which when executed and delivered shall be an original. All such counterparts will together constitute one instrument.

30. NOTICES, COMMUNICATIONS AND DEMANDS

30.1 Any notice, communication or demand under or in connection with this Legal Charge shall be in writing and shall be delivered personally, or by post to the Authorised Address and, if given by any Secured Party, may be made or given by any manager, officer or agent of that Secured Party or of any branch of that Secured Party.

30.2 Any notice, communication or demand made or delivered under or in connection this Legal Charge to the Mortgagor or the Principal Debtor will only be effective in the case of a letter which is sent by post, in a first-class prepaid letter where available, and is posted before the last collection of letters from the letter box in which it was posted has been made on any day, at 10.00 a.m. on the next succeeding day upon which a delivery of letters is made.

30.3 Any notice to any Secured Party shall be addressed in writing and sent by post to Barclays Security Trustee Limited, Business Lending Services, PO Box 16276, Birmingham, B2 2XE and shall only be effective when actually received by that Secured Party.

30.4 Demands under this Legal Charge may be made from time to time and, at any time, the liabilities and obligations of the Mortgagor under this Legal Charge may be enforced, irrespective of:

(a) whether any demands, steps or proceedings are being or have been made or taken against any other party to this Legal Charge (if any) and/or any third party; or

(b) whether or in what order any security to which any Secured Party may be entitled in respect of the monies and liabilities hereby covenanted to be paid

or discharged by each of the Principal Debtor and the Mortgagor and any other obligations secured under this Legal Charge is enforced.

31. Miscellaneous Provisions

31.1 Any party to this Legal Charge which is a company certifies that this Legal Charge does not contravene any of the provisions of its constitutional documents.

31.2 If at any time any provision of this Legal Charge is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions of this Legal Charge shall not in any way be affected or impaired.

31.3 Save as otherwise provided for in this Legal Charge, a person who is not a party to this Legal Charge has no right under the Contracts (Rights of Third Parties) Act 1999 or any similar applicable legislation to enforce or to enjoy the benefits of this Legal Charge.

31.4 The Finance Parties and any nominee, agent, Delegate or Receiver may, subject to this Clause 31 and the Contracts (Rights of Third Parties) Act 1999 or any similar applicable legislation, rely on any clause of this Legal Charge.

31.5 Notwithstanding any term of this Legal Charge, the consent of any person who is not a party is not required to rescind or vary this Legal Charge or any other agreement entered into under or in connection with it.

31.6 This Legal Charge is intended to take effect as a deed notwithstanding the fact that any party may only execute this Legal Charge under hand.

32. Governing Law and Jurisdiction

32.1 This Legal Charge and any non-contractual obligations arising from or in connection with it shall be governed by, and shall be construed in accordance with, the laws of England.

32.2 Each party irrevocably submits, for the exclusive benefit of the Secured Parties, to the jurisdiction of the English courts (but without prejudice to the Secured Parties'

right to commence proceedings against any party in any other jurisdiction) and irrevocably waives any objection on the ground of venue or inappropriate forum or any similar grounds.

This Legal Charge guarantees the liabilities of the Principal Debtor. If the Principal Debtor does not repay, the Security Trustee (or any Secured Party) may enforce this Legal Charge instead of, or as well as, enforcing against the Principal Debtor. You are therefore strongly recommended to seek independent legal advice before signing.

This Legal Charge has been executed as a deed by the Mortgagor and the Principal Debtor and signed by the Security Trustee and is delivered on the date stated at the beginning of this Legal Charge.

Schedule

The Freehold property known as or being Unit 2 Anchor Business Park Sittingbourne comprised in the document(s) particulars of which are set out below:

Complete if title is not registered at time of Charge

Date	Description (Conveyance, Lease Assignment, Mortgage, Assent, etc.)	Parties

Complete if title is registered at time of Charge

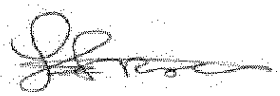
Title Number(s) and Property Description	Administrative area	Registered Proprietor
Title No. K719288 Unit 2, Anchor Business Park, Castle Road, Sittingbourne, ME10 3AE	Swale	Boyce's Bakery Limited

The address of Barclays Security Trustee Limited for service is:

Business Lending Services, PO Box 16276, Birmingham, B2 2XE

EXECUTION PAGES

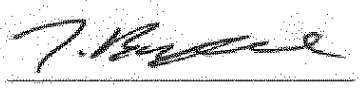
For and on behalf of Barclays Security Trustee Limited



Janice Fraser

Head Wholesale Lending Operations

EXECUTED as a **DEED** by **Boyce's Bakery Limited, as Mortgagor and as Principal Debtor**, acting by two directors/a director and its secretary



Signature of Director

TOMMY BOYCE

Name of Director (in BLOCK CAPITALS)

Signature of Director/~~Secretary~~

KEITH ALAN BOYCE

Name of Director/~~Secretary~~ (in BLOCK CAPITALS)

Companies House

CS01 (ef)

Confirmation Statement

Company Name: **BOYCE'S BAKERY LIMITED**
Company Number: **04155959**

Received for filing in Electronic Format on the: **29/08/2025**

XE9ZJUOB

Company Name: **BOYCE'S BAKERY LIMITED**

Company Number: **04155959**

Confirmation Statement date: **29/08/2025**

The company confirms that its intended future activities are lawful.

Full details of Shareholders

The details below relate to individuals/corporate bodies that were shareholders during the review period or that had ceased to be shareholders since the date of the previous confirmation statement.

Shareholder information for a non-traded company as at the confirmation statement date is shown below

Shareholding 1:	**22 ORDINARY shares held as at the date of this confirmation statement**
Name:	**KEITH BOYCE**
Shareholding 2:	**22 ORDINARY shares held as at the date of this confirmation statement**
Name:	**KAREN BOYCE**
Shareholding 3:	**18 transferred on 2025-04-01** **38 ORDINARY shares held as at the date of this confirmation statement**
Name:	**TOMMY BOYCE**
Shareholding 4:	**18 ORDINARY shares held as at the date of this confirmation statement**
Name:	**GEMMA BOYCE**

Confirmation Statement

I confirm that all information required to be delivered by the company to the registrar in relation to the confirmation period concerned either has been delivered or is being delivered at the same time as the confirmation statement

Authorisation

Authenticated

This form was authorised by one of the following:

Director, Secretary, Person Authorised, Charity Commission Receiver and Manager, CIC Manager, Judicial Factor

Companies House

PSC04(ef)

Change of individual person with significant control (PSC) details

Company Name: **BOYCE'S BAKERY LIMITED**
Company Number: **04155959**

Received for filing in Electronic Format on the: **29/08/2025**

XE9ZJQZC

Details Prior to Change

Name: **MR TOMMY BOYCE**

Date of Birth: ****/03/1988**

New Details

Date of Change: **01/04/2025**

New Country/State Usually Resident: **UNITED KINGDOM**

New Nature of control

The person has the right to exercise, or actually exercises, significant influence or control over the activities of a firm that, under the law by which it is governed, is not a legal person; and the members of that firm (in their capacity as such) hold, directly or indirectly, more than 25% but not more than 50% of the shares in the company.

The person holds, directly or indirectly, more than 25% but not more than 50% of the shares in the company.

The person holds, directly or indirectly, more than 25% but not more than 50% of the voting rights in the company.

Register entry date

Register entry date **01/04/2025**

Authorisation

Authenticated

This form was authorised by one of the following:

Director, Secretary, Person Authorised, Administrator, Administrative Receiver, Receiver, Receiver manager, Charity Commission Receiver and Manager, CIC Manager, Judicial Factor

Registered number: 4155959

BOYCE'S BAKERY LIMITED

UNAUDITED

FINANCIAL STATEMENTS

INFORMATION FOR FILING WITH THE REGISTRAR

FOR THE YEAR ENDED 31 MARCH 2025

SATURDAY
AE9380EZ
A15 16/08/2025 #72
COMPANIES HOUSE

BOYCE'S BAKERY LIMITED
REGISTERED NUMBER: 4155959

BALANCE SHEET
AS AT 31 MARCH 2025

	Note		2025 £		*2024 £*
Fixed assets					
Tangible assets	5		**1,853,326**		*1,832,577*
			1,853,326		*1,832,577*
Current assets					
Stocks		**14,700**		*12,625*	
Debtors: amounts falling due within one year	6	**472,228**		*529,748*	
Cash at bank and in hand	7	**86,477**		*122,868*	
		573,405		*665,241*	
Creditors: amounts falling due within one year	8	**(287,389)**		*(360,823)*	
Net current assets			**286,016**		*304,418*
Total assets less current liabilities			**2,139,342**		*2,136,995*
Creditors: amounts falling due after more than one year	9		**(989,800)**		*(993,581)*
Provisions for liabilities					
Deferred tax		**(86,768)**		*(80,009)*	
			(86,768)		*(80,009)*
Net assets			**1,062,774**		*1,063,405*
Capital and reserves					
Called up share capital			**100**		*100*
Profit and loss account			**1,062,674**		*1,063,305*
			1,062,774		*1,063,405*

The directors consider that the Company is entitled to exemption from audit under section 477 of the Companies Act 2006 and members have not required the Company to obtain an audit for the year in question in accordance with section 476 of the Companies Act 2006.

The directors acknowledge their responsibilities for complying with the requirements of the Companies Act 2006 with respect to accounting records and the preparation of financial statements.

The financial statements have been prepared in accordance with the provisions applicable to companies subject to the small companies regime and in accordance with the provisions of FRS 102 Section 1A - small entities.

The financial statements have been delivered in accordance with the provisions applicable to companies subject to the small companies regime.

BALANCE SHEET (CONTINUED)
AS AT 31 MARCH 2025

The Company has opted not to file the profit and loss account in accordance with provisions applicable to companies subject to the small companies' regime.

The financial statements were approved and authorised for issue by the board and were signed on its behalf on 2 July 2025.

Mr Keith Boyce
Director

The notes on pages 3 to 12 form part of these financial statements.

NOTES TO THE FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 MARCH 2025

1. General information

Boyce's Bakery Limited is a private limited company registered in England. The company's registered office is 20-22 Leysdown Road , Leysdown, Kent, ME12 4RE. The Company's registration number is 4155959.

2. Accounting policies

2.1 Basis of preparation of financial statements

The financial statements have been prepared under the historical cost convention unless otherwise specified within these accounting policies and in accordance with FRS 102 'The Financial Reporting Standard applicable in the UK and the Republic of Ireland' and the requirements of the Companies Act 2006. The disclosure requirements of Section 1A of FRS 102 have been applied other than where additional disclosure is required to show a true and fair view.

The following principal accounting policies have been applied:

2.2 Revenue

Revenue is recognised to the extent that it is probable that the economic benefits will flow to the Company and the revenue can be reliably measured. Revenue is measured as the fair value of the consideration received or receivable, excluding discounts, rebates, value added tax and other sales taxes. The following criteria must also be met before revenue is recognised:

Sale of goods

Revenue from the sale of goods is recognised when all of the following conditions are satisfied:

- the Company has transferred the significant risks and rewards of ownership to the buyer;
- the Company retains neither continuing managerial involvement to the degree usually associated with ownership nor effective control over the goods sold;
- the amount of revenue can be measured reliably;
- it is probable that the Company will receive the consideration due under the transaction; and
- the costs incurred or to be incurred in respect of the transaction can be measured reliably.

Rendering of services

Revenue from a contract to provide services is recognised in the period in which the services are provided in accordance with the stage of completion of the contract when all of the following conditions are satisfied:

- the amount of revenue can be measured reliably;
- it is probable that the Company will receive the consideration due under the contract;
- the stage of completion of the contract at the end of the reporting period can be measured reliably; and
- the costs incurred and the costs to complete the contract can be measured reliably.

2. Accounting policies (continued)

2.3 Operating leases: the Company as lessee

Rentals paid under operating leases are charged to profit or loss on a straight-line basis over the lease term.

Benefits received and receivable as an incentive to sign an operating lease are recognised on a straight-line basis over the lease term, unless another systematic basis is representative of the time pattern of the lessee's benefit from the use of the leased asset.

2.4 Finance costs

Finance costs are charged to profit or loss over the term of the debt using the effective interest method so that the amount charged is at a constant rate on the carrying amount. Issue costs are initially recognised as a reduction in the proceeds of the associated capital instrument.

2.5 Borrowing costs

All borrowing costs are recognised in profit or loss in the year in which they are incurred.

2.6 Pensions

Defined contribution pension plan

The Company operates a defined contribution plan for its employees. A defined contribution plan is a pension plan under which the Company pays fixed contributions into a separate entity. Once the contributions have been paid the Company has no further payment obligations.

The contributions are recognised as an expense in profit or loss when they fall due. Amounts not paid are shown in accruals as a liability in the Balance Sheet. The assets of the plan are held separately from the Company in independently administered funds.

2. Accounting policies (continued)

2.7 Current and deferred taxation

The tax expense for the year comprises current and deferred tax. Tax is recognised in profit or loss except that a charge attributable to an item of income and expense recognised as other comprehensive income or to an item recognised directly in equity is also recognised in other comprehensive income or directly in equity respectively.

The current income tax charge is calculated on the basis of tax rates and laws that have been enacted or substantively enacted by the balance sheet date in the countries where the Company operates and generates income.

Deferred tax balances are recognised in respect of all timing differences that have originated but not reversed by the balance sheet date, except that:

- The recognition of deferred tax assets is limited to the extent that it is probable that they will be recovered against the reversal of deferred tax liabilities or other future taxable profits; and
- Any deferred tax balances are reversed if and when all conditions for retaining associated tax allowances have been met.

Deferred tax balances are not recognised in respect of permanent differences except in respect of business combinations, when deferred tax is recognised on the differences between the fair values of assets acquired and the future tax deductions available for them and the differences between the fair values of liabilities acquired and the amount that will be assessed for tax. Deferred tax is determined using tax rates and laws that have been enacted or substantively enacted by the balance sheet date.

2.8 Intangible assets

Intangible assets are initially recognised at cost. After recognition, under the cost model, intangible assets are measured at cost less any accumulated amortisation and any accumulated impairment losses.

All intangible assets are considered to have a finite useful life. If a reliable estimate of the useful life cannot be made, the useful life shall not exceed ten years.

2.9 Tangible fixed assets

Tangible fixed assets under the cost model are stated at historical cost less accumulated depreciation and any accumulated impairment losses. Historical cost includes expenditure that is directly attributable to bringing the asset to the location and condition necessary for it to be capable of operating in the manner intended by management.

2. Accounting policies (continued)

2.9 Tangible fixed assets (continued)

Depreciation is charged so as to allocate the cost of assets less their residual value over their estimated useful lives, on a reducing balance basis.

Depreciation is provided on the following basis:

Freehold property	-	Not Depreciated
Long-term leasehold property	-	Over the years of the lease
Plant and machinery	-	25% reducing balance
Motor vehicles	-	25% reducing balance
Fixtures and fittings	-	25% reducing balance
Office equipment	-	25% reducing balance
Improvements	-	10% reducing balance

The assets' residual values, useful lives and depreciation methods are reviewed, and adjusted prospectively if appropriate, or if there is an indication of a significant change since the last reporting date.

Gains and losses on disposals are determined by comparing the proceeds with the carrying amount and are recognised in profit or loss.

2.10 Stocks

Stocks are stated at the lower of cost and net realisable value, being the estimated selling price less costs to complete and sell. Cost is based on the cost of purchase on a first in, first out basis. Work in progress and finished goods include labour and attributable overheads.

At each balance sheet date, stocks are assessed for impairment. If stock is impaired, the carrying amount is reduced to its selling price less costs to complete and sell. The impairment loss is recognised immediately in profit or loss.

2.11 Debtors

Short-term debtors are measured at transaction price, less any impairment. Loans receivable are measured initially at fair value, net of transaction costs, and are measured subsequently at amortised cost using the effective interest method, less any impairment.

2.12 Cash and cash equivalents

Cash is represented by cash in hand and deposits with financial institutions repayable without penalty on notice of not more than 24 hours. Cash equivalents are highly liquid investments that mature in no more than three months from the date of acquisition and that are readily convertible to known amounts of cash with insignificant risk of change in value.

2.13 Creditors

Short-term creditors are measured at the transaction price. Other financial liabilities, including bank loans, are measured initially at fair value, net of transaction costs, and are measured subsequently at amortised cost using the effective interest method.

2. Accounting policies (continued)

2.14 Provisions for liabilities

Provisions are recognised when an event has taken place that gives rise to a legal or constructive obligation, a transfer of economic benefits is probable and a reliable estimate can be made.

Provisions are measured as the best estimate of the amount required to settle the obligation, taking into account the related risks and uncertainties.

Increases in provisions are generally charged as an expense to profit or loss.

2.15 Dividends

Equity dividends are recognised when they become legally payable. Interim equity dividends are recognised when paid. Final equity dividends are recognised when approved by the shareholders at an annual general meeting.

3. Employees

The average monthly number of employees, including directors, during the year was 99 *(2024 - 80)*.

4. Intangible assets

	Goodwill £
Cost	
At 1 April 2024	**21,000**
At 31 March 2025	**21,000**
Amortisation	
At 1 April 2024	**21,000**
At 31 March 2025	**21,000**
Net book value	
At 31 March 2025	-
At 31 March 2024	-

5. Tangible fixed assets

	Freehold property £	Long-term leasehold property £	Plant and machinery £	Motor vehicles £	Fixtures and fittings £
Cost or valuation					
At 1 April 2024	**1,462,602**	**14,028**	**645,089**	**30,122**	**85,607**
Additions	**-**	**-**	**82,949**	**60,590**	**-**
At 31 March 2025	**1,462,602**	**14,028**	**728,038**	**90,712**	**85,607**
Depreciation					
At 1 April 2024	**-**	**10,977**	**373,388**	**21,516**	**45,898**
Charge for the year on owned assets	**-**	**2,233**	**88,662**	**17,276**	**9,927**
At 31 March 2025	**-**	**13,210**	**462,050**	**38,792**	**55,825**
Net book value					
At 31 March 2025	**1,462,602**	**818**	**265,988**	**51,920**	**29,782**
At 31 March 2024	*1,462,602*	*3,051*	*271,701*	*8,606*	*39,709*

5. Tangible fixed assets (continued)

	Office equipment £	Improvements £	Total £
Cost or valuation			
At 1 April 2024	**2,385**	**57,880**	**2,297,713**
Additions	**-**	**-**	**143,539**
At 31 March 2025	**2,385**	**57,880**	**2,441,252**
Depreciation			
At 1 April 2024	**2,368**	**10,988**	**465,135**
Charge for the year on owned assets	**4**	**4,689**	**122,791**
At 31 March 2025	**2,372**	**15,677**	**587,926**
Net book value			
At 31 March 2025	**13**	**42,203**	**1,853,326**
At 31 March 2024	*16*	*46,892*	*1,832,577*

6. Debtors

	2025 £	*2024 £*
Trade debtors	**20,622**	*62,820*
Amounts owed by joint ventures and associated undertakings	**299,868**	*305,666*
Other debtors	**110,538**	*103,000*
Prepayments and accrued income	**41,200**	*58,262*
	472,228	*529,748*

7. Cash and cash equivalents

	2025 £	*2024* *£*
Cash at bank and in hand	**86,477**	*122,868*
	86,477	*122,868*

8. Creditors: Amounts falling due within one year

	2025 £	*2024* *£*
Bank loans	**128,711**	*128,711*
Trade creditors	**31,523**	*64,204*
Corporation tax	**76,492**	*127,078*
Other taxation and social security	**26,860**	*20,768*
Obligations under finance lease and hire purchase contracts	**10,463**	-
Other creditors	**7,340**	*6,300*
Accruals and deferred income	**6,000**	*13,762*
	287,389	*360,823*

9. Creditors: Amounts falling due after more than one year

	2025 £	*2024* *£*
Bank loans	**952,263**	*993,581*
Net obligations under finance leases and hire purchase contracts	**37,537**	-
	989,800	*993,581*

10. Loans

Analysis of the maturity of loans is given below:

	2025 £	*2024* *£*
Amounts falling due within one year		
Bank loans	**128,711**	*128,711*
	128,711	*128,711*
Amounts falling due 2-5 years		
Bank loans	**514,843**	*514,843*
	514,843	*514,843*
Amounts falling due after more than 5 years		
Bank loans	**437,420**	*478,737*
	437,420	*478,737*
	1,080,974	*1,122,291*

11. Hire purchase and finance leases

Minimum lease payments under hire purchase fall due as follows:

	2025 £	*2024* *£*
Within one year	**10,462**	-
Between 1-5 years	**37,538**	-
	48,000	-

12. Deferred taxation

12. Deferred taxation (continued)

	2025 £
At beginning of year	**(80,008)**
Charged to profit or loss	**(6,760)**
At end of year	**(86,768)**

The provision for deferred taxation is made up as follows:

	2025 £	*2024* *£*
Accelerated capital allowances	**(86,768)**	*(80,008)*
	(86,768)	*(80,008)*

13. Pension commitments

The pension scheme is a define benefit scheme (money purchase).

14. Related party transactions

Sales made to associated companies are Supreme Bake Ltd £106,055 , Sales to Edenbridge Bakery Ltd £76,220. Aloan has been made to Supreme bake Ltd of £299,868. Aloan has been made to Boyce's Property Holdngs Ltd foe £98,000.

Companies House

CS01 (ef)

Confirmation Statement

Company Name: **BOYCE'S BAKERY LIMITED**
Company Number: **04155959**

Received for filing in Electronic Format on the: **26/02/2025**

XDX6V92A

Company Name: **BOYCE'S BAKERY LIMITED**

Company Number: **04155959**

Confirmation Statement date: **07/02/2025**

The company confirms that its intended future activities are lawful.

Confirmation Statement

I confirm that all information required to be delivered by the company to the registrar in relation to the confirmation period concerned either has been delivered or is being delivered at the same time as the confirmation statement

Authorisation

Authenticated

This form was authorised by one of the following:

Director, Secretary, Person Authorised, Charity Commission Receiver and Manager, CIC Manager, Judicial Factor

C.H

Registered number: 4155959

BOYCE'S BAKERY LIMITED

UNAUDITED

FINANCIAL STATEMENTS

INFORMATION FOR FILING WITH THE REGISTRAR

FOR THE YEAR ENDED 31 MARCH 2024

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COMPANIES HOUSE

BOYCE'S BAKERY LIMITED
REGISTERED NUMBER: 4155959

BALANCE SHEET
AS AT 31 MARCH 2024

	Note		2024 £		*2023 £*
Fixed assets					
Intangible assets	4		-		*4,200*
Tangible assets	5		**1,832,579**		*1,304,474*
			1,832,579		*1,308,674*
Current assets					
Stocks	6	**12,625**		*12,350*	
Debtors: amounts falling due within one year	7	**529,749**		*163,598*	
Cash at bank and in hand	8	**122,868**		*26,166*	
		665,242		*202,114*	
Creditors: amounts falling due within one year	9	**(360,826)**		*(289,490)*	
Net current assets/(liabilities)			**304,416**		*(87,376)*
Total assets less current liabilities			**2,136,995**		*1,221,298*
Creditors: amounts falling due after more than one year	10		**(993,581)**		*(298,970)*
Provisions for liabilities					
Deferred tax	12	**(80,009)**		*(64,348)*	
			(80,009)		*(64,348)*
Net assets			**1,063,405**		*857,980*
Capital and reserves					
Called up share capital			**100**		*100*
Profit and loss account			**1,063,305**		*857,880*
			1,063,405		*857,980*

The directors consider that the Company is entitled to exemption from audit under section 477 of the Companies Act 2006 and members have not required the Company to obtain an audit for the year in question in accordance with section 476 of the Companies Act 2006.

The directors acknowledge their responsibilities for complying with the requirements of the Companies Act 2006 with respect to accounting records and the preparation of financial statements.

The Company's financial statements have been prepared in accordance with the provisions applicable to companies subject to the small companies regime.

The financial statements have been delivered in accordance with the provisions applicable to companies subject to the small companies regime.

BALANCE SHEET (CONTINUED)
AS AT 31 MARCH 2024

The Company has opted not to file the profit and loss account in accordance with provisions applicable to companies subject to the small companies' regime.

The financial statements were approved and authorised for issue by the board and were signed on its behalf on 5 September 2024.

Mr Tommy Boyce
Director

The notes on pages 5 to 14 form part of these financial statements.

STATEMENT OF CHANGES IN EQUITY
FOR THE YEAR ENDED 31 MARCH 2024

	Called up share capital	Profit and loss account	Total equity
	£	£	£
At 1 April 2023	100	857,880	857,980
Comprehensive income for the year			
Profit for the year	-	339,445	339,445
Other comprehensive income for the year	-	-	-
Total comprehensive income for the year	-	339,445	339,445
Contributions by and distributions to owners			
Dividends: Equity capital	-	(134,020)	(134,020)
Total transactions with owners	-	(134,020)	(134,020)
At 31 March 2024	100	1,063,305	1,063,405

The notes on pages 5 to 14 form part of these financial statements.

STATEMENT OF CHANGES IN EQUITY
FOR THE YEAR ENDED 31 MARCH 2023

	Called up share capital	Profit and loss account	Total equity
	£	£	£
At 1 April 2022	100	641,432	641,532
Comprehensive income for the year			
Profit for the year	-	305,968	305,968
Other comprehensive income for the year	-	-	-
Total comprehensive income for the year	-	305,968	305,968
Contributions by and distributions to owners			
Dividends: Equity capital	-	(89,520)	(89,520)
Total transactions with owners	-	(89,520)	(89,520)
At 31 March 2023	100	857,880	857,980

The notes on pages 5 to 14 form part of these financial statements.

NOTES TO THE FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 MARCH 2024

1. General information

Boyce's Bakery Limited is a private limited company registered in England. The registered office is 20-22 Leysdoen Road , Leysdown, Kent, ME12 4RE. The company's registration number is 4155959....

2. Accounting policies

2.1 Basis of preparation of financial statements

The financial statements have been prepared under the historical cost convention unless otherwise specified within these accounting policies and in accordance with Financial Reporting Standard 102, the Financial Reporting Standard applicable in the UK and the Republic of Ireland and the Companies Act 2006.

The preparation of financial statements in compliance with FRS 102 requires the use of certain critical accounting estimates. It also requires management to exercise judgment in applying the Company's accounting policies.

The following principal accounting policies have been applied:

2.2 Revenue

Revenue is recognised to the extent that it is probable that the economic benefits will flow to the Company and the revenue can be reliably measured. Revenue is measured as the fair value of the consideration received or receivable, excluding discounts, rebates, value added tax and other sales taxes. The following criteria must also be met before revenue is recognised:

Sale of goods

Revenue from the sale of goods is recognised when all of the following conditions are satisfied:

- the Company has transferred the significant risks and rewards of ownership to the buyer;
- the Company retains neither continuing managerial involvement to the degree usually associated with ownership nor effective control over the goods sold;
- the amount of revenue can be measured reliably;
- it is probable that the Company will receive the consideration due under the transaction; and
- the costs incurred or to be incurred in respect of the transaction can be measured reliably.

Rendering of services

Revenue from a contract to provide services is recognised in the period in which the services are provided in accordance with the stage of completion of the contract when all of the following conditions are satisfied:

- the amount of revenue can be measured reliably;
- it is probable that the Company will receive the consideration due under the contract;
- the stage of completion of the contract at the end of the reporting period can be measured reliably; and
- the costs incurred and the costs to complete the contract can be measured reliably.

2. Accounting policies (continued)

2.3 Operating leases: the Company as lessee

Rentals paid under operating leases are charged to profit or loss on a straight-line basis over the lease term.

Benefits received and receivable as an incentive to sign an operating lease are recognised on a straight-line basis over the lease term, unless another systematic basis is representative of the time pattern of the lessee's benefit from the use of the leased asset.

2.4 Finance costs

Finance costs are charged to profit or loss over the term of the debt using the effective interest method so that the amount charged is at a constant rate on the carrying amount. Issue costs are initially recognised as a reduction in the proceeds of the associated capital instrument.

2.5 Borrowing costs

All borrowing costs are recognised in profit or loss in the year in which they are incurred.

2.6 Pensions

Defined contribution pension plan

The Company operates a defined contribution plan for its employees. A defined contribution plan is a pension plan under which the Company pays fixed contributions into a separate entity. Once the contributions have been paid the Company has no further payment obligations.

The contributions are recognised as an expense in profit or loss when they fall due. Amounts not paid are shown in accruals as a liability in the Balance Sheet. The assets of the plan are held separately from the Company in independently administered funds.

2. Accounting policies (continued)

2.7 Current and deferred taxation

The tax expense for the year comprises current and deferred tax. Tax is recognised in profit or loss except that a charge attributable to an item of income and expense recognised as other comprehensive income or to an item recognised directly in equity is also recognised in other comprehensive income or directly in equity respectively.

The current income tax charge is calculated on the basis of tax rates and laws that have been enacted or substantively enacted by the balance sheet date in the countries where the Company operates and generates income.

Deferred tax balances are recognised in respect of all timing differences that have originated but not reversed by the balance sheet date, except that:

- The recognition of deferred tax assets is limited to the extent that it is probable that they will be recovered against the reversal of deferred tax liabilities or other future taxable profits; and
- Any deferred tax balances are reversed if and when all conditions for retaining associated tax allowances have been met.

Deferred tax balances are not recognised in respect of permanent differences except in respect of business combinations, when deferred tax is recognised on the differences between the fair values of assets acquired and the future tax deductions available for them and the differences between the fair values of liabilities acquired and the amount that will be assessed for tax. Deferred tax is determined using tax rates and laws that have been enacted or substantively enacted by the balance sheet date.

2.8 Intangible assets

Goodwill

Goodwill represents the difference between amounts paid on the cost of a business combination and the acquirer's interest in the fair value of its identifiable assets and liabilities of the acquiree at the date of acquisition. Subsequent to initial recognition, goodwill is measured at cost less accumulated amortisation and accumulated impairment losses. Goodwill is amortised on a straight-line basis to the Profit and Loss Account over its useful economic life.

Other intangible assets

Intangible assets are initially recognised at cost. After recognition, under the cost model, intangible assets are measured at cost less any accumulated amortisation and any accumulated impairment losses.

All intangible assets are considered to have a finite useful life. If a reliable estimate of the useful life cannot be made, the useful life shall not exceed ten years.

2.9 Tangible fixed assets

Tangible fixed assets under the cost model are stated at historical cost less accumulated depreciation and any accumulated impairment losses. Historical cost includes expenditure that is directly attributable to bringing the asset to the location and condition necessary for it to be capable of operating in the manner intended by management.

2. Accounting policies (continued)

2.9 Tangible fixed assets (continued)

Depreciation is charged so as to allocate the cost of assets less their residual value over their estimated useful lives, on a reducing balance basis.

Depreciation is provided on the following basis:

Freehold property	-	Not depreciated
Long-term leasehold property	-	Over the yearof the lease
Plant and machinery	-	25% reducing balance
Motor vehicles	-	25% reducing balance
Fixtures and fittings	-	25% reducing balance
Office equipment	-	25% reducing balance
Improvements	-	10% reducing balance

The assets' residual values, useful lives and depreciation methods are reviewed, and adjusted prospectively if appropriate, or if there is an indication of a significant change since the last reporting date.

Gains and losses on disposals are determined by comparing the proceeds with the carrying amount and are recognised in profit or loss.

2.10 Stocks

Stocks are stated at the lower of cost and net realisable value, being the estimated selling price less costs to complete and sell. Cost is based on the cost of purchase on a first in, first out basis. Work in progress and finished goods include labour and attributable overheads.

At each balance sheet date, stocks are assessed for impairment. If stock is impaired, the carrying amount is reduced to its selling price less costs to complete and sell. The impairment loss is recognised immediately in profit or loss.

2.11 Debtors

Short-term debtors are measured at transaction price, less any impairment. Loans receivable are measured initially at fair value, net of transaction costs, and are measured subsequently at amortised cost using the effective interest method, less any impairment.

2.12 Cash and cash equivalents

Cash is represented by cash in hand and deposits with financial institutions repayable without penalty on notice of not more than 24 hours. Cash equivalents are highly liquid investments that mature in no more than three months from the date of acquisition and that are readily convertible to known amounts of cash with insignificant risk of change in value.

2.13 Creditors

Short-term creditors are measured at the transaction price. Other financial liabilities, including bank loans, are measured initially at fair value, net of transaction costs, and are measured subsequently at amortised cost using the effective interest method.

2. Accounting policies (continued)

2.14 Provisions for liabilities

Provisions are recognised when an event has taken place that gives rise to a legal or constructive obligation, a transfer of economic benefits is probable and a reliable estimate can be made.

Provisions are measured as the best estimate of the amount required to settle the obligation, taking into account the related risks and uncertainties.

Increases in provisions are generally charged as an expense to profit or loss.

2.15 Dividends

Equity dividends are recognised when they become legally payable. Interim equity dividends are recognised when paid. Final equity dividends are recognised when approved by the shareholders at an annual general meeting.

3. Employees

The average monthly number of employees, including the directors, during the year was as follows:

	2024 No.	*2023* *No.*
Directors	**2**	*2*
Sales staff	**84**	*72*
Balers	**9**	*6*
	95	*80*

4. Intangible assets

	Goodwill £
Cost	
At 1 April 2023	**21,000**
At 31 March 2024	**21,000**
Amortisation	
At 1 April 2023	**16,800**
Charge for the year on owned assets	**4,200**
At 31 March 2024	**21,000**
Net book value	
At 31 March 2024	**-**
At 31 March 2023	*4,200*

5. Tangible fixed assets

	Freehold property £	Long-term leasehold property £	Plant and machinery £	Motor vehicles £	Fixtures and fittings £
Cost or valuation					
At 1 April 2023	**908,413**	**14,028**	**557,055**	**30,122**	**85,607**
Additions	**554,190**	**-**	**88,034**	**-**	**-**
At 31 March 2024	**1,462,603**	**14,028**	**645,089**	**30,122**	**85,607**
Depreciation					
At 1 April 2023	**-**	**8,744**	**282,821**	**18,648**	**32,662**
Charge for the year on owned assets	**-**	**2,233**	**90,567**	**2,868**	**13,236**
At 31 March 2024	**-**	**10,977**	**373,388**	**21,516**	**45,898**

5. Tangible fixed assets (continued)

Net book value					
At 31 March 2024	**1,462,603**	**3,051**	**271,701**	**8,606**	**39,709**
At 31 March 2023	*908,413*	*5,284*	*274,234*	*11,474*	*52,945*

	Office equipment £	Improvements £	Total £
Cost or valuation			
At 1 April 2023	**2,385**	**57,880**	**1,655,490**
Additions	**-**	**-**	**642,224**
At 31 March 2024	**2,385**	**57,880**	**2,297,714**
Depreciation			
At 1 April 2023	**2,362**	**5,778**	**351,015**
Charge for the year on owned assets	**6**	**5,210**	**114,120**
At 31 March 2024	**2,368**	**10,988**	**465,135**
Net book value			
At 31 March 2024	**17**	**46,892**	**1,832,579**
At 31 March 2023	*22*	*52,102*	*1,304,474*

The net book value of land and buildings may be further analysed as follows:

	2024 £	2023 £
Freehold	**1,462,602**	*908,413*
Long leasehold	**3,051**	*5,284*
	1,465,653	*913,697*

6. Stocks

	2024 £	2023 £
Finished goods and goods for resale	**12,625**	*12,350*
	12,625	*12,350*

7. Debtors

	2024 £	2023 £
Trade debtors	**62,821**	*3,310*
Amounts owed by joint ventures and associated undertakings	**305,666**	-
Other debtors	**103,000**	*108,776*
Prepayments and accrued income	**58,262**	*51,512*
	529,749	*163,598*

8. Cash and cash equivalents

	2024 £	2023 £
Cash at bank and in hand	**122,868**	*26,166*
	122,868	*26,166*

9. Creditors: Amounts falling due within one year

	2024 £	2023 £
Bank loans	**128,711**	*112,967*
Trade creditors	**64,205**	*51,435*
Corporation tax	**127,080**	*57,037*
Other taxation and social security	**20,768**	*18,793*
Other creditors	**6,300**	*45,258*
Accruals and deferred income	**13,762**	*4,000*
	360,826	*289,490*

10. Creditors: Amounts falling due after more than one year

	2024 £	*2023* *£*
Bank loans	**993,581**	*298,970*
	993,581	*298,970*

The following liabilities were secured:

	2024 £	*2023* *£*
<-- Enter description -->	**1,122,292**	*286,744*
	1,122,292	*286,744*

Details of security provided:

The loans are secured by a standard bank debenture over the assets of the company.

11. Loans

Analysis of the maturity of loans is given below:

	2024 £	*2023* *£*
Amounts falling due within one year		
Bank loans	**128,711**	*112,967*
	128,711	*112,967*
Amounts falling due 2-5 years		
Bank loans	**514,843**	*211,066*
	514,843	*211,066*
Amounts falling due after more than 5 years		
Bank loans	**478,737**	*87,904*
	478,737	*87,904*
	1,122,291	*411,937*

12. Deferred taxation

	2024 £
At beginning of year	**(64,348)**
Charged to profit or loss	**(15,661)**
At end of year	**(80,009)**

The provision for deferred taxation is made up as follows:

	2024 £	*2023* *£*
Accelerated capital allowances	**(80,008)**	*(64,348)*
	(80,008)	*(64,348)*

13. Pension commitments

The company operates a defined contributions (money purchase) pensions scheme.

14. Related party transactions

The company made the following sales to Associated companies Supreme Bake Ltd £122140 and to Edenbrisde bakery Ltd £58795. The company made the follwing loans to Boyce's Property Holdings Ltd of £103,000. Also a loan to Supreme Bake Ltd of £305,665.

Registered number: 4155959

BOYCE'S BAKERY LIMITED

UNAUDITED

FINANCIAL STATEMENTS

INFORMATION FOR FILING WITH THE REGISTRAR

FOR THE YEAR ENDED 31 MARCH 2023

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A22 20/09/2023 #168

COMPANIES HOUSE

BOYCE'S BAKERY LIMITED
REGISTERED NUMBER: 4155959

BALANCE SHEET
AS AT 31 MARCH 2023

	Note		2023 £		*2022 £*
Fixed assets					
Intangible assets	4		**4,200**		*8,400*
Tangible assets	5		**1,304,476**		*1,162,684*
			1,308,676		*1,171,084*
Current assets					
Stocks		**12,350**		*9,450*	
Debtors: amounts falling due within one year	6	**163,600**		*145,791*	
Cash at bank and in hand	7	**26,166**		*44,545*	
		202,116		*199,786*	
Creditors: amounts falling due within one year	8	**(289,493)**		*(298,836)*	
Net current liabilities			**(87,377)**		*(99,050)*
Total assets less current liabilities			**1,221,299**		*1,072,034*
Creditors: amounts falling due after more than one year	9		**(298,971)**		*(382,780)*
Provisions for liabilities					
Deferred tax		**(64,348)**		*(47,723)*	
			(64,348)		*(47,723)*
Net assets			**857,980**		*641,531*
Capital and reserves					
Called up share capital			**100**		*100*
Profit and loss account			**857,880**		*641,431*
			857,980		*641,531*

The directors consider that the Company is entitled to exemption from audit under section 477 of the Companies Act 2006 and members have not required the Company to obtain an audit for the year in question in accordance with section 476 of the Companies Act 2006.

The directors acknowledge their responsibilities for complying with the requirements of the Companies Act 2006 with respect to accounting records and the preparation of financial statements.

The financial statements have been prepared in accordance with the provisions applicable to companies subject to the small companies regime and in accordance with the provisions of FRS 102 Section 1A - small entities.

The financial statements have been delivered in accordance with the provisions applicable to companies subject to the small companies regime.

BALANCE SHEET (CONTINUED)
AS AT 31 MARCH 2023

The Company has opted not to file the profit and loss account in accordance with provisions applicable to companies subject to the small companies' regime.

The financial statements were approved and authorised for issue by the board and were signed on its behalf on 12 September 2023.

Mr Keith Boyce
Director

The notes on pages 3 to 14 form part of these financial statements.

NOTES TO THE FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 MARCH 2023

1. General information

Boyce's Bakery Limited is a private company registered in England. The company's registered office is 20-22 Leyadown Road. Leyasdown kent ME12 4RE. The company's registration number is 4155959...

2. Accounting policies

2.1 Basis of preparation of financial statements

The financial statements have been prepared under the historical cost convention unless otherwise specified within these accounting policies and in accordance with Section 1A of Financial Reporting Standard 102, the Financial Reporting Standard applicable in the UK and the Republic of Ireland and the Companies Act 2006.

The following principal accounting policies have been applied:

2.2 Revenue

Revenue is recognised to the extent that it is probable that the economic benefits will flow to the Company and the revenue can be reliably measured. Revenue is measured as the fair value of the consideration received or receivable, excluding discounts, rebates, value added tax and other sales taxes. The following criteria must also be met before revenue is recognised:

Sale of goods

Revenue from the sale of goods is recognised when all of the following conditions are satisfied:

- the Company has transferred the significant risks and rewards of ownership to the buyer;
- the Company retains neither continuing managerial involvement to the degree usually associated with ownership nor effective control over the goods sold;
- the amount of revenue can be measured reliably;
- it is probable that the Company will receive the consideration due under the transaction; and
- the costs incurred or to be incurred in respect of the transaction can be measured reliably.

Rendering of services

Revenue from a contract to provide services is recognised in the period in which the services are provided in accordance with the stage of completion of the contract when all of the following conditions are satisfied:

- the amount of revenue can be measured reliably;
- it is probable that the Company will receive the consideration due under the contract;
- the stage of completion of the contract at the end of the reporting period can be measured reliably; and
- the costs incurred and the costs to complete the contract can be measured reliably.

2. Accounting policies (continued)

2.3 Operating leases: the Company as lessee

Rentals paid under operating leases are charged to profit or loss on a straight-line basis over the lease term.

Benefits received and receivable as an incentive to sign an operating lease are recognised on a straight-line basis over the lease term, unless another systematic basis is representative of the time pattern of the lessee's benefit from the use of the leased asset.

2.4 Interest income

Interest income is recognised in profit or loss using the effective interest method.

2.5 Finance costs

Finance costs are charged to profit or loss over the term of the debt using the effective interest method so that the amount charged is at a constant rate on the carrying amount. Issue costs are initially recognised as a reduction in the proceeds of the associated capital instrument.

2.6 Borrowing costs

All borrowing costs are recognised in profit or loss in the year in which they are incurred.

2.7 Pensions

Defined contribution pension plan

The Company operates a defined contribution plan for its employees. A defined contribution plan is a pension plan under which the Company pays fixed contributions into a separate entity. Once the contributions have been paid the Company has no further payment obligations.

The contributions are recognised as an expense in profit or loss when they fall due. Amounts not paid are shown in accruals as a liability in the Balance Sheet. The assets of the plan are held separately from the Company in independently administered funds.

2. Accounting policies (continued)

2.8 Current and deferred taxation

The tax expense for the year comprises current and deferred tax. Tax is recognised in profit or loss except that a charge attributable to an item of income and expense recognised as other comprehensive income or to an item recognised directly in equity is also recognised in other comprehensive income or directly in equity respectively.

The current income tax charge is calculated on the basis of tax rates and laws that have been enacted or substantively enacted by the balance sheet date in the countries where the Company operates and generates income.

Deferred tax balances are recognised in respect of all timing differences that have originated but not reversed by the balance sheet date, except that:

- The recognition of deferred tax assets is limited to the extent that it is probable that they will be recovered against the reversal of deferred tax liabilities or other future taxable profits; and
- Any deferred tax balances are reversed if and when all conditions for retaining associated tax allowances have been met.

Deferred tax balances are not recognised in respect of permanent differences except in respect of business combinations, when deferred tax is recognised on the differences between the fair values of assets acquired and the future tax deductions available for them and the differences between the fair values of liabilities acquired and the amount that will be assessed for tax. Deferred tax is determined using tax rates and laws that have been enacted or substantively enacted by the balance sheet date.

2.9 Intangible assets

Goodwill

Goodwill represents the difference between amounts paid on the cost of a business combination and the acquirer's interest in the fair value of its identifiable assets and liabilities of the acquiree at the date of acquisition. Subsequent to initial recognition, goodwill is measured at cost less accumulated amortisation and accumulated impairment losses. Goodwill is amortised on a straight-line basis to the Profit and Loss Account over its useful economic life.

Other intangible assets

Intangible assets are initially recognised at cost. After recognition, under the cost model, intangible assets are measured at cost less any accumulated amortisation and any accumulated impairment losses.

All intangible assets are considered to have a finite useful life. If a reliable estimate of the useful life cannot be made, the useful life shall not exceed ten years.

2.10 Tangible fixed assets

Tangible fixed assets under the cost model are stated at historical cost less accumulated depreciation and any accumulated impairment losses. Historical cost includes expenditure that is directly attributable to bringing the asset to the location and condition necessary for it to be capable of operating in the manner intended by management.

2. Accounting policies (continued)

2.10 Tangible fixed assets (continued)

Depreciation is charged so as to allocate the cost of assets less their residual value over their estimated useful lives, SELECT OR ENTER METHOD.

Depreciation is provided on the following basis:

Freehold property	-	Not Depreciated
Long-term leasehold property	-	Over the years of the lease
Plant and machinery	-	25% reducing balance
Motor vehicles	-	25% reducing balance
Fixtures and fittings	-	25% reducing balance
Office equipment	-	25% reducing balance
Improvements	-	10% redicing balance

The assets' residual values, useful lives and depreciation methods are reviewed, and adjusted prospectively if appropriate, or if there is an indication of a significant change since the last reporting date.

Gains and losses on disposals are determined by comparing the proceeds with the carrying amount and are recognised in profit or loss.

2.11 Stocks

Stocks are stated at the lower of cost and net realisable value, being the estimated selling price less costs to complete and sell. Cost is based on the cost of purchase on a first in, first out basis. Work in progress and finished goods include labour and attributable overheads.

At each balance sheet date, stocks are assessed for impairment. If stock is impaired, the carrying amount is reduced to its selling price less costs to complete and sell. The impairment loss is recognised immediately in profit or loss.

2.12 Debtors

Short-term debtors are measured at transaction price, less any impairment. Loans receivable are measured initially at fair value, net of transaction costs, and are measured subsequently at amortised cost using the effective interest method, less any impairment.

2.13 Cash and cash equivalents

Cash is represented by cash in hand and deposits with financial institutions repayable without penalty on notice of not more than 24 hours. Cash equivalents are highly liquid investments that mature in no more than three months from the date of acquisition and that are readily convertible to known amounts of cash with insignificant risk of change in value.

2.14 Creditors

Short-term creditors are measured at the transaction price. Other financial liabilities, including bank loans, are measured initially at fair value, net of transaction costs, and are measured subsequently at amortised cost using the effective interest method.

2. Accounting policies (continued)

2.15 Provisions for liabilities

Provisions are made where an event has taken place that gives the Company a legal or constructive obligation that probably requires settlement by a transfer of economic benefit, and a reliable estimate can be made of the amount of the obligation.

Provisions are charged as an expense to profit or loss in the year that the Company becomes aware of the obligation, and are measured at the best estimate at the balance sheet date of the expenditure required to settle the obligation, taking into account relevant risks and uncertainties.

When payments are eventually made, they are charged to the provision carried in the Balance Sheet.

2.16 Financial instruments

The Company has elected to apply the provisions of Section 11 "Basic Financial Instruments" of FRS 102 to all of its financial instruments.

The Company has elected to apply the recognition and measurement provisions of IFRS 9 Financial Instruments (as adopted by the UK Endorsement Board) with the disclosure requirements of Sections 11 and 12 and the other presentation requirements of FRS 102.

Financial instruments are recognised in the Company's Balance Sheet when the Company becomes party to the contractual provisions of the instrument.

Financial assets and liabilities are offset, with the net amounts presented in the financial statements, when there is a legally enforceable right to set off the recognised amounts and there is an intention to settle on a net basis or to realise the asset and settle the liability simultaneously.

Basic financial assets

Basic financial assets, which include trade and other receivables, cash and bank balances, are initially measured at their transaction price including transaction costs and are subsequently carried at their amortised cost using the effective interest method, less any provision for impairment, unless the arrangement constitutes a financing transaction, where the transaction is measured at the present value of the future receipts discounted at a market rate of interest.

Discounting is omitted where the effect of discounting is immaterial. The Company's cash and cash equivalents, trade and most other receivables due with the operating cycle fall into this category of financial instruments.

Other financial assets

Other financial assets, which includes investments in equity instruments which are not classified as subsidiaries, associates or joint ventures, are initially measured at fair value, which is normally the recognised transaction price. Such assets are subsequently measured at fair value with the changes in fair value being recognised in the profit or loss. Where other financial assets are not publicly traded, hence their fair value cannot be measured reliably, they are measured at cost less impairment.

Impairment of financial assets

Financial assets are assessed for indicators of impairment at each reporting date.

2. Accounting policies (continued)

2.16 Financial instruments (continued)

Financial assets are impaired when events, subsequent to their initial recognition, indicate the estimated future cash flows derived from the financial asset(s) have been adversely impacted. The impairment loss will be the difference between the current carrying amount and the present value of the future cash flows at the asset(s) original effective interest rate.

If there is a favourable change in relation to the events surrounding the impairment loss then the impairment can be reviewed for possible reversal. The reversal will not cause the current carrying amount to exceed the original carrying amount had the impairment not been recognised. The impairment reversal is recognised in the profit or loss.

Financial liabilities

Financial liabilities and equity instruments are classified according to the substance of the contractual arrangements entered into. An equity instruments any contract that evidences a residual interest in the assets of the Company after the deduction of all its liabilities.

Basic financial liabilities, which include trade and other payables, bank loans and other loans are initially measured at their transaction price after transaction costs. When this constitutes a financing transaction, whereby the debt instrument is measured at the present value of the future receipts discounted at a market rate of interest. Discounting is omitted where the effect of discounting is immaterial.

Debt instruments are subsequently carried at their amortised cost using the effective interest rate method.

Trade payables are obligations to pay for goods and services that have been acquired in the ordinary course of business from suppliers. Trade payables are classified as current liabilities if the payment is due within one year. If not, they represent non-current liabilities. Trade payables are initially recognised at their transaction price and subsequently are measured at amortised cost using the effective interest method. Discounting is omitted where the effect of discounting is immaterial.

Other financial instruments

Derivatives, including forward exchange contracts, futures contracts and interest rate swaps, are not classified as basic financial instruments. These are initially recognised at fair value on the date the derivative contract is entered into, with costs being charged to the profit or loss. They are subsequently measured at fair value with changes in the profit or loss.

Debt instruments that do not meet the conditions as set out in FRS 102 paragraph 11.9 are subsequently measured at fair value through the profit or loss. This recognition and measurement would also apply to financial instruments where the performance is evaluated on a fair value basis as with a documented risk management or investment strategy.

Derecognition of financial instruments

Derecognition of financial assets

Financial assets are derecognised when their contractual right to future cash flow expire, or are settled, or when the Company transfers the asset and substantially all the risks and rewards of ownership to another party. If significant risks and rewards of ownership are retained after the

2. Accounting policies (continued)

2.16 Financial instruments (continued)

transfer to another party, then the Company will continue to recognise the value of the portion of the risks and rewards retained.

Derecognition of financial liabilities

Financial liabilities are derecognised when the Company's contractual obligations expire or are discharged or cancelled.

2.17 *Dividends*

Equity dividends are recognised when they become legally payable. Interim equity dividends are recognised when paid. Final equity dividends are recognised when approved by the shareholders at an annual general meeting.

3. Employees

The average monthly number of employees, including directors, during the year was 80 *(2022 - 50)*.

4. Intangible assets

	Goodwill £
Cost	
At 1 April 2022	**21,000**
At 31 March 2023	**21,000**
Amortisation	
At 1 April 2022	**12,600**
Charge for the year on owned assets	**4,200**
At 31 March 2023	**16,800**
Net book value	
At 31 March 2023	**4,200**
At 31 March 2022	*8,400*

5. Tangible fixed assets

	Freehold property £	Long-term leasehold property £	Plant and machinery £	Motor vehicles £	Fixtures and fittings £
Cost or valuation					
At 1 April 2022	**908,413**	**9,611**	**417,782**	**19,672**	**34,933**
Additions	**-**	**4,417**	**139,273**	**10,450**	**50,674**
At 31 March 2023	**908,413**	**14,028**	**557,055**	**30,122**	**85,607**
Depreciation					
At 1 April 2022	**-**	**6,511**	**191,408**	**14,823**	**15,013**
Charge for the year on owned assets	**-**	**2,233**	**91,413**	**3,825**	**17,648**
At 31 March 2023	**-**	**8,744**	**282,821**	**18,648**	**32,661**
Net book value					
At 31 March 2023	**908,413**	**5,284**	**274,234**	**11,474**	**52,946**
At 31 March 2022	*908,413*	*3,100*	*226,374*	*4,849*	*19,919*

5. Tangible fixed assets (continued)

	Office equipment £	Improvements £	Total £
Cost or valuation			
At 1 April 2022	**2,385**	-	**1,392,796**
Additions	**-**	**57,880**	**262,694**
At 31 March 2023	**2,385**	**57,880**	**1,655,490**
Depreciation			
At 1 April 2022	**2,355**	-	**230,110**
Charge for the year on owned assets	**7**	**5,778**	**120,904**
At 31 March 2023	**2,362**	**5,778**	**351,014**
Net book value			
At 31 March 2023	**23**	**52,102**	**1,304,476**
At 31 March 2022	*29*	-	*1,162,684*

6. Debtors

	2023 £	*2022 £*
Trade debtors	**3,310**	*4,407*
Other debtors	**108,778**	*128,884*
Prepayments and accrued income	**51,512**	*12,500*
	163,600	*145,791*

7. Cash and cash equivalents

	2023 £	2022 £
Cash at bank and in hand	**26,166**	*44,545*
	26,166	*44,545*

8. Creditors: Amounts falling due within one year

	2023 £	2022 £
Bank loans	**112,967**	*137,596*
Trade creditors	**51,436**	*20,283*
Corporation tax	**57,037**	*34,679*
Other taxation and social security	**18,792**	*7,610*
Other creditors	**45,260**	*79,220*
Accruals and deferred income	**4,001**	*19,448*
	289,493	*298,836*

9. Creditors: Amounts falling due after more than one year

	2023 £	2022 £
Bank loans	**298,971**	*382,780*
	298,971	*382,780*

The following liabilities were secured:

	2023 £	2022 £
Bank Loan	**286,744**	*307,978*
	286,744	*307,978*

Details of security provided:

The loan is secured by a standard debenture on the company's freehold properties....

10. Loans

Analysis of the maturity of loans is given below:

	2023 £	2022 £
Amounts falling due within one year		
Bank loans	**112,967**	*137,596*
	112,967	*137,596*
Amounts falling due 2-5 years		
Bank loans	**211,066**	*242,792*
	211,066	*242,792*
Amounts falling due after more than 5 years		
Bank loans	**87,904**	*139,988*
	87,904	*139,988*
	411,937	*520,376*

11. Financial instruments

	2023 £	2022 £
Financial assets		
Financial assets measured at fair value through profit or loss	**26,166**	*44,545*

12. Deferred taxation

	2023 £
At beginning of year	**(47,723)**
Charged to profit or loss	**(16,625)**
At end of year	**(64,348)**

12. Deferred taxation (continued)

The provision for deferred taxation is made up as follows:

	2023	*2022*
	£	*£*
Accelerated capital allowances	**(64,348)**	*(47,723)*
	(64,348)	*(47,723)*

13. Pension commitments

The pension scheme is a Define Pension Contribution (money purchase scheme).

Companies House

CS01 (ef)

Confirmation Statement

Company Name: **BOYCE'S BAKERY LIMITED**
Company Number: **04155959**

Received for filing in Electronic Format on the: **08/02/2024**

XCWF7NWZ

Company Name: **BOYCE'S BAKERY LIMITED**

Company Number: **04155959**

Confirmation Statement date: **07/02/2024**

Confirmation Statement

I confirm that all information required to be delivered by the company to the registrar in relation to the confirmation period concerned either has been delivered or is being delivered at the same time as the confirmation statement

Authorisation

Authenticated

This form was authorised by one of the following:

Director, Secretary, Person Authorised, Charity Commission Receiver and Manager, CIC Manager, Judicial Factor

Companies House

PSC07 (ef)

Notice of ceasing to be a person with significant control (PSC)

Company Name: **BOYCE'S BAKERY LIMITED**
Company Number: **04155959**

Received for filing in Electronic Format on the: **08/02/2024**

XCWF7QK5

Cessation Details

Date ceased: **30/04/2022**

Name: **TOMMY BOYCE**

Register entry date

Register entry date **30/04/2022**

Authorisation

Authenticated

This form was authorised by one of the following:

Director, Secretary, Person Authorised, Liquidator, Administrator, Administrative Receiver, Receiver, Receiver manager, Charity Commission Receiver and Manager, CIC Manager, Judicial Factor.

Companies House

PSC04(ef)

Change of individual person with significant control (PSC) details

Company Name: **BOYCE'S BAKERY LIMITED**
Company Number: **04155959**

Received for filing in Electronic Format on the: **08/02/2024**

XCWF7PEB

Details Prior to Change

Name: **MR TOMMY BOYCE**

Date of Birth: ****/03/1983**

New Details

Date of Change: **30/04/2022**

New Country/State Usually Resident: **ENGLAND**

New Nature of control

The person holds, directly or indirectly, more than 50% but less than 75% of the shares in the company.

The person has the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company.

The person has the right to exercise, or actually exercises, significant influence or control over the activities of a firm that, under the law by which it is governed, is not a legal person; and the members of that firm (in their capacity as such) have the right to exercise, or actually exercise, significant influence or control over the company.

The person holds, directly or indirectly, more than 50% but less than 75% of the voting rights in the company.

Register entry date

Register entry date **30/04/2022**

Authorisation

Authenticated

This form was authorised by one of the following:

Director, Secretary, Person Authorised, Administrator, Administrative Receiver, Receiver, Receiver manager, Charity Commission Receiver and Manager, CIC Manager, Judicial Factor

Registered number: 4155959

LEYSDOWN BAKERY LIMITED

UNAUDITED

FINANCIAL STATEMENTS

INFORMATION FOR FILING WITH THE REGISTRAR

FOR THE YEAR ENDED 31 MARCH 2022

TUESDAY

ABCG2VAY

A07 13/09/2022 #56

COMPANIES HOUSE

LEYSDOWN BAKERY LIMITED
REGISTERED NUMBER: 4155959

BALANCE SHEET
AS AT 31 MARCH 2022

	Note		2022 £		*2021 £*
Fixed assets					
Intangible assets	4		**8,400**		*12,600*
Tangible assets	5		**1,162,685**		*1,061,336*
			1,171,085		*1,073,936*
Current assets					
Stocks	6	**9,450**		*5,120*	
Debtors: amounts falling due within one year	7	**145,792**		*135,381*	
Cash at bank and in hand	8	**44,545**		*53,837*	
		199,787		*194,338*	
Creditors: amounts falling due within one year	9	**(298,838)**		*(247,729)*	
Net current liabilities			**(99,051)**		*(53,391)*
Total assets less current liabilities			**1,072,034**		*1,020,545*
Creditors: amounts falling due after more than one year	10		**(382,780)**		*(538,631)*
Provisions for liabilities					
Deferred tax	13	**(47,723)**		*(28,747)*	
			(47,723)		*(28,747)*
Net assets			**641,531**		*453,167*
Capital and reserves					
Called up share capital			**100**		*100*
Profit and loss account			**641,431**		*453,067*
			641,531		*453,167*

The directors consider that the Company is entitled to exemption from audit under section 477 of the Companies Act 2006 and members have not required the Company to obtain an audit for the year in question in accordance with section 476 of the Companies Act 2006.

The directors acknowledge their responsibilities for complying with the requirements of the Companies Act 2006 with respect to accounting records and the preparation of financial statements.

The Company's financial statements have been prepared in accordance with the provisions applicable to companies subject to the small companies regime.

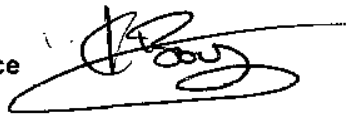
The financial statements have been delivered in accordance with the provisions applicable to companies subject to the small companies regime.

BALANCE SHEET (CONTINUED)
AS AT 31 MARCH 2022

The Company has opted not to file the profit and loss account in accordance with provisions applicable to companies subject to the small companies' regime.

The financial statements were approved and authorised for issue by the board and were signed on its behalf on 5 September 2022.

Mr Keith Boyce
Director



The notes on pages 5 to 15 form part of these financial statements.

STATEMENT OF CHANGES IN EQUITY
FOR THE YEAR ENDED 31 MARCH 2022

	Called up share capital	Profit and loss account	Total equity
	£	£	£
At 1 April 2021	100	453,067	453,167
Comprehensive income for the year			
Profit for the year	-	269,404	269,404
Other comprehensive income for the year	-	-	-
Total comprehensive income for the year	-	269,404	269,404
Dividends: Equity capital	-	(81,040)	(81,040)
Total transactions with owners	-	(81,040)	(81,040)
At 31 March 2022	100	641,431	641,531

The notes on pages 5 to 15 form part of these financial statements.

STATEMENT OF CHANGES IN EQUITY
FOR THE YEAR ENDED 31 MARCH 2021

	Called up share capital	Profit and loss account	Total equity
	£	£	£
At 1 April 2020	**100**	**313,149**	**313,249**
Comprehensive income for the year			
Profit for the year	**-**	**239,918**	**239,918**
Other comprehensive income for the year	**-**	**-**	**-**
Total comprehensive income for the year	**-**	**239,918**	**239,918**
Dividends: Equity capital	**-**	**(100,000)**	**(100,000)**
Total transactions with owners	**-**	**(100,000)**	**(100,000)**
At 31 March 2021	**100**	**453,067**	**453,167**

The notes on pages 5 to 15 form part of these financial statements.

NOTES TO THE FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 MARCH 2022

1. General information

Leysdown Bakery Limited is a private company registered in England. The company's registered office is 20-22 Leysdown Road ,Leysdown, Kent ME12RE.The company's registration number is 4155959. The trade of the company is Bakery.

2. Accounting policies

2.1 Basis of preparation of financial statements

The financial statements have been prepared under the historical cost convention unless otherwise specified within these accounting policies and in accordance with Financial Reporting Standard 102, the Financial Reporting Standard applicable in the UK and the Republic of Ireland and the Companies Act 2006.

The preparation of financial statements in compliance with FRS 102 requires the use of certain critical accounting estimates. It also requires management to exercise judgment in applying the Company's accounting policies.

The following principal accounting policies have been applied:

2.2 Revenue

Revenue is recognised to the extent that it is probable that the economic benefits will flow to the Company and the revenue can be reliably measured. Revenue is measured as the fair value of the consideration received or receivable, excluding discounts, rebates, value added tax and other sales taxes. The following criteria must also be met before revenue is recognised:

Sale of goods

Revenue from the sale of goods is recognised when all of the following conditions are satisfied:

- the Company has transferred the significant risks and rewards of ownership to the buyer;
- the Company retains neither continuing managerial involvement to the degree usually associated with ownership nor effective control over the goods sold;
- the amount of revenue can be measured reliably;
- it is probable that the Company will receive the consideration due under the transaction; and
- the costs incurred or to be incurred in respect of the transaction can be measured reliably.

Rendering of services

Revenue from a contract to provide services is recognised in the period in which the services are provided in accordance with the stage of completion of the contract when all of the following conditions are satisfied:

- the amount of revenue can be measured reliably;
- it is probable that the Company will receive the consideration due under the contract;
- the stage of completion of the contract at the end of the reporting period can be measured reliably; and
- the costs incurred and the costs to complete the contract can be measured reliably.

2. Accounting policies (continued)

2.3 Operating leases: the Company as lessee

Rentals paid under operating leases are charged to profit or loss on a straight-line basis over the lease term.

Benefits received and receivable as an incentive to sign an operating lease are recognised on a straight-line basis over the lease term, unless another systematic basis is representative of the time pattern of the lessee's benefit from the use of the leased asset.

2.4 Interest income

Interest income is recognised in profit or loss using the effective interest method.

2.5 Finance costs

Finance costs are charged to profit or loss over the term of the debt using the effective interest method so that the amount charged is at a constant rate on the carrying amount. Issue costs are initially recognised as a reduction in the proceeds of the associated capital instrument.

2.6 Borrowing costs

All borrowing costs are recognised in profit or loss in the year in which they are incurred.

2.7 Pensions

Defined contribution pension plan

The Company operates a defined contribution plan for its employees. A defined contribution plan is a pension plan under which the Company pays fixed contributions into a separate entity. Once the contributions have been paid the Company has no further payment obligations.

The contributions are recognised as an expense in profit or loss when they fall due. Amounts not paid are shown in accruals as a liability in the Balance Sheet. The assets of the plan are held separately from the Company in independently administered funds.

2. Accounting policies (continued)

2.8 Current and deferred taxation

The tax expense for the year comprises current and deferred tax. Tax is recognised in profit or loss except that a charge attributable to an item of income and expense recognised as other comprehensive income or to an item recognised directly in equity is also recognised in other comprehensive income or directly in equity respectively.

The current income tax charge is calculated on the basis of tax rates and laws that have been enacted or substantively enacted by the balance sheet date in the countries where the Company operates and generates income.

Deferred tax balances are recognised in respect of all timing differences that have originated but not reversed by the balance sheet date, except that:

- The recognition of deferred tax assets is limited to the extent that it is probable that they will be recovered against the reversal of deferred tax liabilities or other future taxable profits; and
- Any deferred tax balances are reversed if and when all conditions for retaining associated tax allowances have been met.

Deferred tax balances are not recognised in respect of permanent differences except in respect of business combinations, when deferred tax is recognised on the differences between the fair values of assets acquired and the future tax deductions available for them and the differences between the fair values of liabilities acquired and the amount that will be assessed for tax. Deferred tax is determined using tax rates and laws that have been enacted or substantively enacted by the balance sheet date.

2.9 Intangible assets

Goodwill

Goodwill represents the difference between amounts paid on the cost of a business combination and the acquirer's interest in the fair value of its identifiable assets and liabilities of the acquiree at the date of acquisition. Subsequent to initial recognition, goodwill is measured at cost less accumulated amortisation and accumulated impairment losses. Goodwill is amortised on a straight-line basis to the Profit and Loss Account over its useful economic life.

Other intangible assets

Intangible assets are initially recognised at cost. After recognition, under the cost model, intangible assets are measured at cost less any accumulated amortisation and any accumulated impairment losses.

All intangible assets are considered to have a finite useful life. If a reliable estimate of the useful life cannot be made, the useful life shall not exceed ten years.

2.10 Tangible fixed assets

Tangible fixed assets under the cost model are stated at historical cost less accumulated depreciation and any accumulated impairment losses. Historical cost includes expenditure that is directly attributable to bringing the asset to the location and condition necessary for it to be capable of operating in the manner intended by management.

2. Accounting policies (continued)

2.10 Tangible fixed assets (continued)

Depreciation is charged so as to allocate the cost of assets less their residual value over their estimated useful lives, SELECT OR ENTER METHOD.

Depreciation is provided on the following basis:

Freehold property	-	Not depreciated
Long-term leasehold property	-	Over the years of the lease
Plant and machinery	-	25% reducing balance
Motor vehicles	-	25% reducing balance
Fixtures and fittings	-	25% reducing balance
Office equipment	-	25% reducing balance

The assets' residual values, useful lives and depreciation methods are reviewed, and adjusted prospectively if appropriate, or if there is an indication of a significant change since the last reporting date.

Gains and losses on disposals are determined by comparing the proceeds with the carrying amount and are recognised in profit or loss.

2.11 Stocks

Stocks are stated at the lower of cost and net realisable value, being the estimated selling price less costs to complete and sell. Cost is based on the cost of purchase on a first in, first out basis. Work in progress and finished goods include labour and attributable overheads.

At each balance sheet date, stocks are assessed for impairment. If stock is impaired, the carrying amount is reduced to its selling price less costs to complete and sell. The impairment loss is recognised immediately in profit or loss.

2.12 first in first out

Short-term debtors are measured at transaction price, less any impairment. Loans receivable are measured initially at fair value, net of transaction costs, and are measured subsequently at amortised cost using the effective interest method, less any impairment.

2.13 Cash and cash equivalents

Cash is represented by cash in hand and deposits with financial institutions repayable without penalty on notice of not more than 24 hours. Cash equivalents are highly liquid investments that mature in no more than three months from the date of acquisition and that are readily convertible to known amounts of cash with insignificant risk of change in value.

2.14 Creditors

Short-term creditors are measured at the transaction price. Other financial liabilities, including bank loans, are measured initially at fair value, net of transaction costs, and are measured subsequently at amortised cost using the effective interest method.

2. Accounting policies (continued)

2.15 Provisions for liabilities

Provisions are made where an event has taken place that gives the Company a legal or constructive obligation that probably requires settlement by a transfer of economic benefit, and a reliable estimate can be made of the amount of the obligation.

Provisions are charged as an expense to profit or loss in the year that the Company becomes aware of the obligation, and are measured at the best estimate at the balance sheet date of the expenditure required to settle the obligation, taking into account relevant risks and uncertainties.

When payments are eventually made, they are charged to the provision carried in the Balance Sheet.

2.16 Financial instruments

The Company only enters into basic financial instrument transactions that result in the recognition of financial assets and liabilities like trade and other debtors and creditors, loans from banks and other third parties, loans to related parties and investments in ordinary shares.

Debt instruments (other than those wholly repayable or receivable within one year), including loans and other accounts receivable and payable, are initially measured at present value of the future cash flows and subsequently at amortised cost using the effective interest method. Debt instruments that are payable or receivable within one year, typically trade debtors and creditors, are measured, initially and subsequently, at the undiscounted amount of the cash or other consideration expected to be paid or received. However, if the arrangements of a short-term instrument constitute a financing transaction, like the payment of a trade debt deferred beyond normal business terms or in case of an out-right short-term loan that is not at market rate, the financial asset or liability is measured, initially at the present value of future cash flows discounted at a market rate of interest for a similar debt instrument and subsequently at amortised cost, unless it qualifies as a loan from a director in the case of a small company, or a public benefit entity concessionary loan.

Investments in non-derivative instruments that are equity to the issuer are measured:

- at fair value with changes recognised in the Profit and Loss Account if the shares are publicly traded or their fair value can otherwise be measured reliably;
- at cost less impairment for all other investments.

Financial assets that are measured at cost and amortised cost are assessed at the end of each reporting period for objective evidence of impairment. If objective evidence of impairment is found, an impairment loss is recognised in the Profit and Loss Account.

For financial assets measured at amortised cost, the impairment loss is measured as the difference between an asset's carrying amount and the present value of estimated cash flows discounted at the asset's original effective interest rate. If a financial asset has a variable interest rate, the discount rate for measuring any impairment loss is the current effective interest rate determined under the contract.

For financial assets measured at cost less impairment, the impairment loss is measured as the difference between an asset's carrying amount and best estimate of the recoverable amount, which is an approximation of the amount that the Company would receive for the asset if it were to be sold at the balance sheet date.

Financial assets and liabilities are offset and the net amount reported in the Balance Sheet when

2. Accounting policies (continued)

2.16 Financial instruments (continued)

there is an enforceable right to set off the recognised amounts and there is an intention to settle on a net basis or to realise the asset and settle the liability simultaneously.

Derivatives, including interest rate swaps and forward foreign exchange contracts, are not basic financial instruments. Derivatives are initially recognised at fair value on the date a derivative contract is entered into and are subsequently re-measured at their fair value. Changes in the fair value of derivatives are recognised in profit or loss in finance costs or income as appropriate. The company does not currently apply hedge accounting for interest rate and foreign exchange derivatives.

2.17 Dividends

Equity dividends are recognised when they become legally payable. Interim equity dividends are recognised when paid. Final equity dividends are recognised when approved by the shareholders at an annual general meeting.

3. Employees

The average monthly number of employees, including the directors, during the year was as follows:

	2022 No.	*2021* *No.*
Directors	**2**	*1*
Sales staff	**48**	*49*
	50	*50*

4. Intangible assets

	Goodwill £
Cost	
At 1 April 2021	**21,000**
At 31 March 2022	**21,000**
Amortisation	
At 1 April 2021	**8,400**
Charge for the year on owned assets	**4,200**
At 31 March 2022	**12,600**
Net book value	
At 31 March 2022	**8,400**
At 31 March 2021	*12,600*

5. Tangible fixed assets

	Freehold property £	Long-term leasehold property £	Plant and machinery £	Motor vehicles £	Fixtures and fittings £
Cost or valuation					
At 1 April 2021	**908,413**	**6,341**	**255,620**	**19,672**	**34,433**
Additions	-	**3,270**	**162,162**	-	**500**
At 31 March 2022	**908,413**	**9,611**	**417,782**	**19,672**	**34,933**
Depreciation					
At 1 April 2021	-	**4,720**	**134,816**	**13,611**	**10,034**
Charge for the year on owned assets	-	**1,791**	**56,592**	**1,212**	**4,980**
At 31 March 2022	-	**6,511**	**191,408**	**14,823**	**15,014**

5. **Tangible fixed assets (continued)**

Net book value					
At 31 March 2022	**908,413**	**3,100**	**226,374**	**4,849**	**19,919**
At 31 March 2021	*908,413*	*1,622*	*120,804*	*6,061*	*24,399*

	Office equipment £	Total £
Cost or valuation		
At 1 April 2021	**2,385**	**1,226,864**
Additions	**-**	**165,932**
At 31 March 2022	**2,385**	**1,392,796**
Depreciation		
At 1 April 2021	**2,348**	**165,529**
Charge for the year on owned assets	**7**	**64,582**
At 31 March 2022	**2,355**	**230,111**
Net book value		
At 31 March 2022	**30**	**1,162,685**
At 31 March 2021	*37*	*1,061,336*

The net book value of land and buildings may be further analysed as follows:

	2022 £	*2021 £*
Freehold	**908,413**	*908,413*
Long leasehold	**3,100**	*1,624*
	911,513	*910,037*

6. Stocks

	2022 £	2021 £
Finished goods and goods for resale	**9,450**	*5,120*
	9,450	*5,120*

7. Debtors

	2022 £	2021 £
Trade debtors	**4,408**	*1,283*
Other debtors	**128,884**	*96,764*
Prepayments and accrued income	**12,500**	*37,334*
	145,792	*135,381*

8. Cash and cash equivalents

	2022 £	2021 £
Cash at bank and in hand	**44,545**	*53,837*
	44,545	*53,837*

9. Creditors: Amounts falling due within one year

	2022 £	2021 £
Bank loans	**137,596**	*80,589*
Trade creditors	**20,284**	*31,487*
Corporation tax	**34,679**	*44,209*
Other taxation and social security	**7,610**	*6,640*
Other creditors	**79,221**	*80,804*
Accruals and deferred income	**19,448**	*4,000*
	298,838	*247,729*

10. Creditors: Amounts falling due after more than one year

	2022 £	*2021* *£*
Bank loans	**382,780**	*250,211*
Other creditors	-	*288,420*
	382,780	*538,631*

11. Loans

Analysis of the maturity of loans is given below:

	2022 £	*2021* *£*
Amounts falling due within one year		
Bank loans	**137,596**	*80,589*
	137,596	*80,589*
Amounts falling due 2-5 years		
Bank loans	**242,792**	*135,004*
	242,792	*135,004*
Amounts falling due after more than 5 years		
Bank loans	**139,988**	*115,207*
	139,988	*115,207*
	520,376	*330,800*

12. Financial instruments

	2022 £	*2021* *£*
Financial assets		
Financial assets measured at fair value through profit or loss	**44,545**	*53,837*

13. Deferred taxation

	2022 £	*2021* *£*
At beginning of year	**(28,748)**	*(15,413)*
Charged to profit or loss	**(18,975)**	*(13,334)*
At end of year	**(47,723)**	*(28,747)*

The provision for deferred taxation is made up as follows:

	2022 £	*2021* *£*
Accelerated capital allowances	**(47,723)**	*(28,748)*
	(47,723)	*(28,748)*

14. Pension commitments

The pension is a money purchase pension scheme ,. all payments have been made.

Companies House

PSC01 (ef)

Notice of Individual Person with Significant Control

Company Name: **BOYCE'S BAKERY LIMITED**
Company Number: **04155959**

Received for filing in Electronic Format on the: **10/02/2023**

XBX14RHS

Notification Details

Date that person became registrable: **10/04/2022**

Name: **MR TOMMY BOYCE**

Service address recorded as Company's registered office

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/03/1988**

Nationality: **BRITISH**

Nature of control

The person holds, directly or indirectly, more than 50% but less than 75% of the shares in the company.

The person has the right to exercise, or actually exercises, significant influence or control over the activities of a firm that, under the law by which it is governed, is not a legal person; and the members of that firm (in their capacity as such) have the right to appoint or remove, directly or indirectly, a majority of the board of directors of the company.

The person has the right to exercise, or actually exercises, significant influence or control over the activities of a firm that, under the law by which it is governed, is not a legal person; and the members of that firm (in their capacity as such) have the right to exercise, or actually exercise, significant influence or control over the company.

The person holds, directly or indirectly, more than 50% but less than 75% of the voting rights in the company.

Register entry date

Register entry date **10/04/2022**

Authorisation

Authenticated

This form was authorised by one of the following:

Director, Secretary, Person Authorised, Administrator, Administrative Receiver, Receiver, Receiver manager, Charity Commission Receiver and Manager, CIC Manager, Judicial Factor

Companies House

CS01 (ef)

Confirmation Statement

Company Name: **BOYCE'S BAKERY LIMITED**
Company Number: **04155959**

Received for filing in Electronic Format on the: **10/02/2023**

XBX14JZ6

Company Name: **BOYCE'S BAKERY LIMITED**

Company Number: **04155959**

Confirmation Statement date: **07/02/2023**

Full details of Shareholders

The details below relate to individuals/corporate bodies that were shareholders during the review period or that had ceased to be shareholders since the date of the previous confirmation statement.

Shareholder information for a non-traded company as at the confirmation statement date is shown below

Shareholding 1:	**3 transferred on 2022-04-10** **22 ORDINARY shares held as at the date of this confirmation statement**
Name:	**KEITH BOYCE**
Shareholding 2:	**3 transferred on 2022-04-10** **22 ORDINARY shares held as at the date of this confirmation statement**
Name:	**KAREN BOYCE**
Shareholding 3:	**56 ORDINARY shares held as at the date of this confirmation statement**
Name:	**TOMMY BOYCE**

Confirmation Statement

I confirm that all information required to be delivered by the company to the registrar in relation to the confirmation period concerned either has been delivered or is being delivered at the same time as the confirmation statement

Authorisation

Authenticated

This form was authorised by one of the following:

Director, Secretary, Person Authorised, Charity Commission Receiver and Manager, CIC Manager, Judicial Factor

FILE COPY

CERTIFICATE OF INCORPORATION ON CHANGE OF NAME

Company Number **4155959**

The Registrar of Companies for England and Wales hereby certifies that under the Companies Act 2006:

LEYSDOWN BAKERY LIMITED

a company incorporated as private limited by shares, having its registered office situated in England and Wales, has changed its name to:

BOYCE'S BAKERY LIMITED

Given at Companies House on **12th December 2022**

* N04155959P *

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

Companies House

NM01 (ef)

Notice of Change of Name by Resolution

Company Number: **04155959**

Company Name: **LEYSDOWN BAKERY LIMITED**

Received for filing in Electronic Format on the: **10/12/2022**

Notice is hereby given that the company has changed its name as set out in the attached resolution

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Authorisation

Authenticated

This form was authorised by one of the following:

Director, Secretary, Person Authorised, Administrator, Administrative Receiver, Receiver, Receiver manager, Charity Commission Receiver and Manager, CIC Manager

COMPANIES ACT 2006
SPECIAL RESOLUTION ON CHANGE OF NAME

Company number: 04155959

Existing company name:
LEYSDOWN BAKERY LIMITED

The following special resolution to change the name of the company was agreed and passed by the members.

On the 1st December 2022

That the name of the company be changed to:
BOYCE'S BAKERY LIMITED

Registered number: 4155959

C.H

LEYSDOWN BAKERY LIMITED

UNAUDITED

FINANCIAL STATEMENTS

INFORMATION FOR FILING WITH THE REGISTRAR

FOR THE YEAR ENDED 31 MARCH 2021

SATURDAY

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A15 07/08/2021 #226

COMPANIES HOUSE

LEYSDOWN BAKERY LIMITED
REGISTERED NUMBER: 4155959

BALANCE SHEET
AS AT 31 MARCH 2021

	Note		2021 £		*2020 £*
Fixed assets					
Intangible assets	4		**12,600**		*16,800*
Tangible assets	5		**1,061,338**		*664,978*
			1,073,938		*681,778*
Current assets					
Stocks		**5,120**		*11,270*	
Debtors: amounts falling due within one year	6	**135,380**		*20,531*	
Cash at bank and in hand	7	**53,837**		*17,808*	
		194,337		*49,609*	
Creditors: amounts falling due within one year	8	**(247,730)**		*(83,473)*	
Net current liabilities			**(53,393)**		*(33,864)*
Total assets less current liabilities			**1,020,545**		*647,914*
Creditors: amounts falling due after more than one year	9		**(538,631)**		*(319,252)*
Provisions for liabilities					
Deferred tax		**(28,747)**		*(15,413)*	
			(28,747)		*(15,413)*
Net assets			**453,167**		*313,249*
Capital and reserves					
Called up share capital			**100**		*100*
Profit and loss account			**453,067**		*313,149*
			453,167		*313,249*

The director considers that the Company is entitled to exemption from audit under section 477 of the Companies Act 2006 and members have not required the Company to obtain an audit for the year in question in accordance with section 476 of the Companies Act 2006.

The director acknowledges his responsibilities for complying with the requirements of the Companies Act 2006 with respect to accounting records and the preparation of financial statements.

The financial statements have been prepared in accordance with the provisions applicable to companies subject to the small companies regime and in accordance with the provisions of FRS 102 Section 1A - small entities.

The financial statements have been delivered in accordance with the provisions applicable to companies subject to the small companies regime.

BALANCE SHEET (CONTINUED)
AS AT 31 MARCH 2021

The Company has opted not to file the profit and loss account in accordance with provisions applicable to companies subject to the small companies' regime.

The financial statements were approved and authorised for issue by the board and were signed on its behalf on 15 June 2021.

Mr Keith Boyce
Director

The notes on pages 3 to 14 form part of these financial statements.

NOTES TO THE FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 MARCH 2021

1. General information

.Leysdown Bakery Ltd is a private limited company registerd in England. The company registration number id 4155959.. The registered office of the company is 20-22 Leysdown Road, Leysdown , Kent ME12 4RE..

2. Accounting policies

2.1 Basis of preparation of financial statements

The financial statements have been prepared under the historical cost convention unless otherwise specified within these accounting policies and in accordance with Section 1A of Financial Reporting Standard 102, the Financial Reporting Standard applicable in the UK and the Republic of Ireland and the Companies Act 2006.

The following principal accounting policies have been applied:

2.2 Revenue

Revenue is recognised to the extent that it is probable that the economic benefits will flow to the Company and the revenue can be reliably measured. Revenue is measured as the fair value of the consideration received or receivable, excluding discounts, rebates, value added tax and other sales taxes. The following criteria must also be met before revenue is recognised:

Sale of goods

Revenue from the sale of goods is recognised when all of the following conditions are satisfied:

- the Company has transferred the significant risks and rewards of ownership to the buyer;
- the Company retains neither continuing managerial involvement to the degree usually associated with ownership nor effective control over the goods sold;
- the amount of revenue can be measured reliably;
- it is probable that the Company will receive the consideration due under the transaction; and
- the costs incurred or to be incurred in respect of the transaction can be measured reliably.

Rendering of services

Revenue from a contract to provide services is recognised in the period in which the services are provided in accordance with the stage of completion of the contract when all of the following conditions are satisfied:

- the amount of revenue can be measured reliably;
- it is probable that the Company will receive the consideration due under the contract;
- the stage of completion of the contract at the end of the reporting period can be measured reliably; and
- the costs incurred and the costs to complete the contract can be measured reliably.

2. Accounting policies (continued)

2.3 Operating leases: the Company as lessee

Rentals paid under operating leases are charged to profit or loss on a straight line basis over the lease term.

Benefits received and receivable as an incentive to sign an operating lease are recognised on a straight line basis over the lease term, unless another systematic basis is representative of the time pattern of the lessee's benefit from the use of the leased asset.

2.4 Finance costs

Finance costs are charged to profit or loss over the term of the debt using the effective interest method so that the amount charged is at a constant rate on the carrying amount. Issue costs are initially recognised as a reduction in the proceeds of the associated capital instrument.

2.5 Borrowing costs

All borrowing costs are recognised in profit or loss in the year in which they are incurred.

2.6 Pensions

Defined contribution pension plan

The Company operates a defined contribution plan for its employees. A defined contribution plan is a pension plan under which the Company pays fixed contributions into a separate entity. Once the contributions have been paid the Company has no further payment obligations.

The contributions are recognised as an expense in profit or loss when they fall due. Amounts not paid are shown in accruals as a liability in the Balance Sheet. The assets of the plan are held separately from the Company in independently administered funds.

2. Accounting policies (continued)

2.7 Current and deferred taxation

The tax expense for the year comprises current and deferred tax. Tax is recognised in profit or loss except that a charge attributable to an item of income and expense recognised as other comprehensive income or to an item recognised directly in equity is also recognised in other comprehensive income or directly in equity respectively.

The current income tax charge is calculated on the basis of tax rates and laws that have been enacted or substantively enacted by the balance sheet date in the countries where the Company operates and generates income.

Deferred tax balances are recognised in respect of all timing differences that have originated but not reversed by the Balance Sheet date, except that:

- The recognition of deferred tax assets is limited to the extent that it is probable that they will be recovered against the reversal of deferred tax liabilities or other future taxable profits; and
- Any deferred tax balances are reversed if and when all conditions for retaining associated tax allowances have been met.

Deferred tax balances are not recognised in respect of permanent differences except in respect of business combinations, when deferred tax is recognised on the differences between the fair values of assets acquired and the future tax deductions available for them and the differences between the fair values of liabilities acquired and the amount that will be assessed for tax. Deferred tax is determined using tax rates and laws that have been enacted or substantively enacted by the balance sheet date.

2.8 Intangible assets

Goodwill

Goodwill represents the difference between amounts paid on the cost of a business combination and the acquirer's interest in the fair value of its identifiable assets and liabilities of the acquiree at the date of acquisition. Subsequent to initial recognition, goodwill is measured at cost less accumulated amortisation and accumulated impairment losses. Goodwill is amortised on a straight line basis to the Profit and Loss Account over its useful economic life.

Other intangible assets

Intangible assets are initially recognised at cost. After recognition, under the cost model, intangible assets are measured at cost less any accumulated amortisation and any accumulated impairment losses.

All intangible assets are considered to have a finite useful life. If a reliable estimate of the useful life cannot be made, the useful life shall not exceed ten years.

2.9 Tangible fixed assets

Tangible fixed assets under the cost model are stated at historical cost less accumulated depreciation and any accumulated impairment losses. Historical cost includes expenditure that is directly attributable to bringing the asset to the location and condition necessary for it to be capable of operating in the manner intended by management.

2. Accounting policies (continued)

2.9 Tangible fixed assets (continued)

Depreciation is charged so as to allocate the cost of assets less their residual value over their estimated useful lives, on a reducing balance basis.

Depreciation is provided on the following basis:

Freehold property	-		Not Depreciated
Long-term leasehold property	-		Over the years of the lease
Plant and machinery	-	25%	Reducing balance
Motor vehicles	-	25%	Reducing balance
Fixtures and fittings	-	25%	Reducing balance
Office equipment	-	25%	Reducing balance

The assets' residual values, useful lives and depreciation methods are reviewed, and adjusted prospectively if appropriate, or if there is an indication of a significant change since the last reporting date.

Gains and losses on disposals are determined by comparing the proceeds with the carrying amount and are recognised in profit or loss.

2.10 Stocks

Stocks are stated at the lower of cost and net realisable value, being the estimated selling price less costs to complete and sell. Cost is based on the cost of purchase on a Ner realisable valuebasis. Work in progress and finished goods include labour and attributable overheads.

At each balance sheet date, stocks are assessed for impairment. If stock is impaired, the carrying amount is reduced to its selling price less costs to complete and sell. The impairment loss is recognised immediately in profit or loss.

2.11 Debtors

Short term debtors are measured at transaction price, less any impairment. Loans receivable are measured initially at fair value, net of transaction costs, and are measured subsequently at amortised cost using the effective interest method, less any impairment.

2.12 Cash and cash equivalents

Cash is represented by cash in hand and deposits with financial institutions repayable without penalty on notice of not more than 24 hours. Cash equivalents are highly liquid investments that mature in no more than three months from the date of acquisition and that are readily convertible to known amounts of cash with insignificant risk of change in value.

2.13 Creditors

Short term creditors are measured at the transaction price. Other financial liabilities, including bank loans, are measured initially at fair value, net of transaction costs, and are measured subsequently at amortised cost using the effective interest method.

2. Accounting policies (continued)

2.14 Provisions for liabilities

Provisions are made where an event has taken place that gives the Company a legal or constructive obligation that probably requires settlement by a transfer of economic benefit, and a reliable estimate can be made of the amount of the obligation.

Provisions are charged as an expense to profit or loss in the year that the Company becomes aware of the obligation, and are measured at the best estimate at the Balance Sheet date of the expenditure required to settle the obligation, taking into account relevant risks and uncertainties.

When payments are eventually made, they are charged to the provision carried in the Balance Sheet.

2.15 Financial instruments

The Company only enters into basic financial instrument transactions that result in the recognition of financial assets and liabilities like trade and other debtors and creditors, loans from banks and other third parties, loans to related parties and investments in ordinary shares.

Debt instruments (other than those wholly repayable or receivable within one year), including loans and other accounts receivable and payable, are initially measured at present value of the future cash flows and subsequently at amortised cost using the effective interest method. Debt instruments that are payable or receivable within one year, typically trade debtors and creditors, are measured, initially and subsequently, at the undiscounted amount of the cash or other consideration expected to be paid or received. However, if the arrangements of a short-term instrument constitute a financing transaction, like the payment of a trade debt deferred beyond normal business terms or in case of an out-right short-term loan that is not at market rate, the financial asset or liability is measured, initially at the present value of future cash flows discounted at a market rate of interest for a similar debt instrument and subsequently at amortised cost, unless it qualifies as a loan from a director in the case of a small company, or a public benefit entity concessionary loan.

Investments in non-derivative instruments that are equity to the issuer are measured:

- at fair value with changes recognised in the Profit and Loss Account if the shares are publicly traded or their fair value can otherwise be measured reliably;
- at cost less impairment for all other investments.

Financial assets that are measured at cost and amortised cost are assessed at the end of each reporting period for objective evidence of impairment. If objective evidence of impairment is found, an impairment loss is recognised in the Profit and Loss Account.

For financial assets measured at amortised cost, the impairment loss is measured as the difference between an asset's carrying amount and the present value of estimated cash flows discounted at the asset's original effective interest rate. If a financial asset has a variable interest rate, the discount rate for measuring any impairment loss is the current effective interest rate determined under the contract.

For financial assets measured at cost less impairment, the impairment loss is measured as the difference between an asset's carrying amount and best estimate of the recoverable amount, which is an approximation of the amount that the Company would receive for the asset if it were to be sold at the balance sheet date.

Financial assets and liabilities are offset and the net amount reported in the Balance Sheet when

2. Accounting policies (continued)

2.15 Financial instruments (continued)

there is an enforceable right to set off the recognised amounts and there is an intention to settle on a net basis or to realise the asset and settle the liability simultaneously.

Derivatives, including interest rate swaps and forward foreign exchange contracts, are not basic financial instruments. Derivatives are initially recognised at fair value on the date a derivative contract is entered into and are subsequently re-measured at their fair value. Changes in the fair value of derivatives are recognised in profit or loss in finance costs or income as appropriate. The company does not currently apply hedge accounting for interest rate and foreign exchange derivatives.

2.16 Dividends

Equity dividends are recognised when they become legally payable. Interim equity dividends are recognised when paid. Final equity dividends are recognised when approved by the shareholders at an annual general meeting.

3. Employees

The average monthly number of employees, including directors, during the year was 53 *(2020 - 55)*.

4. Intangible assets

	Goodwill £
Cost	
At 1 April 2020	**21,000**
At 31 March 2021	**21,000**
Amortisation	
At 1 April 2020	**4,200**
Charge for the year on owned assets	**4,200**
At 31 March 2021	**8,400**
Net book value	
At 31 March 2021	**12,600**
At 31 March 2020	*16,800*

4. Intangible assets (continued)

5. Tangible fixed assets

	Freehold property £	Long-term leasehold property £	Plant and machinery £	Motor vehicles £	Fixtures and fittings £
Cost or valuation					
At 1 April 2020	**581,094**	**6,341**	**171,969**	**15,097**	**2,000**
Additions	**327,319**	**-**	**83,651**	**4,575**	**32,433**
At 31 March 2021	**908,413**	**6,341**	**255,620**	**19,672**	**34,433**
Depreciation					
At 1 April 2020	**-**	**3,580**	**94,549**	**11,591**	**1,850**
Charge for the year on owned assets	**-**	**1,137**	**40,267**	**2,020**	**8,184**
At 31 March 2021	**-**	**4,717**	**134,816**	**13,611**	**10,034**
Net book value					
At 31 March 2021	**908,413**	**1,624**	**120,804**	**6,061**	**24,399**
At 31 March 2020	*581,094*	*2,761*	*77,419*	*3,506*	*150*

5. Tangible fixed assets (continued)

	Office equipment £	Total £
Cost or valuation		
At 1 April 2020	**2,385**	**778,886**
Additions	**-**	**447,978**
At 31 March 2021	**2,385**	**1,226,864**
Depreciation		
At 1 April 2020	**2,336**	**113,906**
Charge for the year on owned assets	**12**	**51,620**
At 31 March 2021	**2,348**	**165,526**
Net book value		
At 31 March 2021	**37**	**1,061,338**
At 31 March 2020	*48*	*664,978*

The net book value of land and buildings may be further analysed as follows:

	2021 £	*2020 £*
Freehold	**908,413**	*581,094*
Long leasehold	**1,624**	*2,761*
	910,037	*583,855*

6. Debtors

	2021 £	*2020 £*
Trade debtors	**1,283**	*5,172*
Other debtors	**96,763**	*10,290*
Prepayments and accrued income	**37,334**	*5,069*

6. Debtors (continued)

	135,380	*20,531*

7. Cash and cash equivalents

	2021 £	2020 £
Cash at bank and in hand	**53,837**	*17,808*
	53,837	*17,808*

8. Creditors: Amounts falling due within one year

	2021 £	2020 £
Bank loans	**80,589**	*33,751*
Trade creditors	**31,489**	*11,961*
Corporation tax	**44,209**	*19,152*
Other taxation and social security	**6,640**	*5,940*
Obligations under finance lease and hire purchase contracts	**-**	*1,728*
Other creditors	**80,803**	*7,141*
Accruals and deferred income	**4,000**	*3,800*
	247,730	*83,473*

9. Creditors: Amounts falling due after more than one year

	2021 £	*2020* *£*
Bank loans	**250,211**	*319,252*
Other loans	**288,420**	-
	538,631	*319,252*

The following liabilities were secured:

	2021 £	*2020* *£*
<-- Enter description -->	**303,436**	*319,252*
	303,436	*319,252*

Details of security provided:

The Bank loan is secured by a standard bank debentire on the freehold proerties owned by the company .Other loans related to the Government scheme under Covid 19. ..

10. Loans

Analysis of the maturity of loans is given below:

	2021 £	2020 £
Amounts falling due within one year		
Bank loans	**80,589**	*33,751*
	80,589	*33,751*
Amounts falling due 2-5 years		
Bank loans	**135,004**	*135,004*
	135,004	*135,004*
Amounts falling due after more than 5 years		
Bank loans	**115,207**	*184,248*
	115,207	*184,248*
	330,800	*353,003*

11. Financial instruments

	2021 £	2020 £
Financial assets		
Financial assets measured at fair value through profit or loss	**53,837**	*17,808*

12. Deferred taxation

	2021 £	2020 £
At beginning of year	**(15,413)**	*(5,025)*
Charged to profit or loss	**(13,334)**	*(10,388)*
At end of year	**(28,747)**	*(15,413)*

12. Deferred taxation (continued)

The provision for deferred taxation is made up as follows:

	2021 £	*2020* *£*
Accelerated capital allowances	**(28,748)**	*(15,413)*
	(28,748)	*(15,413)*

13. Pension commitments

The pension scheme is a defined contribution scheme (money purchased).

Companies House

CS01 (ef)

Confirmation Statement

Company Name: **LEYSDOWN BAKERY LIMITED**
Company Number: **04155959**

Received for filing in Electronic Format on the: **12/02/2022**

XAXPA1HP

Company Name: **LEYSDOWN BAKERY LIMITED**

Company Number: **04155959**

Confirmation Statement date: **07/02/2022**

Confirmation Statement

I confirm that all information required to be delivered by the company to the registrar in relation to the confirmation period concerned either has been delivered or is being delivered at the same time as the confirmation statement

Authorisation

Authenticated

This form was authorised by one of the following:

Director, Secretary, Person Authorised, Charity Commission Receiver and Manager, CIC Manager, Judicial Factor

Companies House

AP01 (ef)

Appointment of Director

Company Name: **LEYSDOWN BAKERY LIMITED**
Company Number: **04155959**

Received for filing in Electronic Format on the: **10/02/2022**

XAXJZDKO

New Appointment Details

Date of Appointment: **01/02/2022**

Name: **MR TOMMY BOYCE**

The company confirms that the person named has consented to act as a director.

Service address recorded as Company's registered office

Country/State Usually Resident: **ENGLAND**

Date of Birth: ****/03/1988**

Nationality: **BRITISH**

Occupation: **COMPANY DIRECTOR**

Authorisation

Authenticated

This form was authorised by one of the following:

Director, Secretary, Person Authorised, Administrator, Administrative Receiver, Receiver, Receiver manager, Charity Commission Receiver and Manager, CIC Manager, Judicial Factor

Registered number: 4155959

LEYSDOWN BAKERY LIMITED

UNAUDITED

FINANCIAL STATEMENTS

INFORMATION FOR FILING WITH THE REGISTRAR

FOR THE YEAR ENDED 31 MARCH 2020

MONDAY
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A06 06/07/2020 #110
COMPANIES HOUSE

LEYSDOWN BAKERY LIMITED
REGISTERED NUMBER: 4155959

BALANCE SHEET
AS AT 31 MARCH 2020

	Note		2020 £		*2019 £*
Fixed assets					
Intangible assets			**16,800**		-
Tangible assets	5		**664,980**		*611,485*
			681,780		*611,485*
Current assets					
Stocks	6	**11,270**		*3,150*	
Debtors: amounts falling due within one year	7	**20,532**		*36,245*	
Cash at bank and in hand	8	**17,808**		*70,567*	
		49,610		*109,962*	
Creditors: amounts falling due within one year	9	**(83,476)**		*(90,223)*	
Net current (liabilities)/assets			**(33,866)**		*19,739*
Total assets less current liabilities			**647,914**		*631,224*
Creditors: amounts falling due after more than one year	10		**(319,252)**		*(347,626)*
Provisions for liabilities					
Deferred tax	14	**(15,413)**		*(5,025)*	
			(15,413)		*(5,025)*
Net assets			**313,249**		*278,573*
Capital and reserves					
Called up share capital			**100**		*100*
Profit and loss account			**313,149**		*278,473*
			313,249		*278,573*

The director considers that the Company is entitled to exemption from audit under section 477 of the Companies Act 2006 and members have not required the Company to obtain an audit for the year in question in accordance with section 476 of the Companies Act 2006.

The director acknowledges his responsibilities for complying with the requirements of the Companies Act 2006 with respect to accounting records and the preparation of financial statements.

The Company's financial statements have been prepared in accordance with the provisions applicable to companies subject to the small companies regime.

The financial statements have been delivered in accordance with the provisions applicable to companies subject to the small companies regime.

BALANCE SHEET (CONTINUED)
AS AT 31 MARCH 2020

The Company has opted not to file the profit and loss account in accordance with provisions applicable to companies subject to the small companies' regime.

The financial statements were approved and authorised for issue by the board and were signed on its behalf on 19 June 2020.

Mr Keith Boyce
Director

The notes on pages 5 to 16 form part of these financial statements.

STATEMENT OF CHANGES IN EQUITY
FOR THE YEAR ENDED 31 MARCH 2020

	Called up share capital	Profit and loss account	Total equity
	£	£	£
At 1 April 2019	**100**	**278,473**	**278,573**
Comprehensive income for the year			
Profit for the year	**-**	**122,676**	**122,676**
Other comprehensive income for the year	**-**	**-**	**-**
Total comprehensive income for the year	**-**	**122,676**	**122,676**
Dividends: Equity capital	**-**	**(88,000)**	**(88,000)**
Total transactions with owners	**-**	**(88,000)**	**(88,000)**
At 31 March 2020	**100**	**313,149**	**313,249**

The notes on pages 5 to 16 form part of these financial statements.

STATEMENT OF CHANGES IN EQUITY
FOR THE YEAR ENDED 31 MARCH 2019

	Called up share capital	Profit and loss account	Total equity
	£	£	£
At 1 April 2018	100	221,057	221,157
Comprehensive income for the year			
Profit for the year	-	147,416	147,416
Other comprehensive income for the year	-	-	-
Total comprehensive income for the year	-	147,416	147,416
Dividends: Equity capital	-	(90,000)	(90,000)
Total transactions with owners	-	(90,000)	(90,000)
At 31 March 2019	100	278,473	278,573

The notes on pages 5 to 16 form part of these financial statements.

NOTES TO THE FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 MARCH 2020

1. General information

Enter user text here...

2. Accounting policies

2.1 Basis of preparation of financial statements

The financial statements have been prepared under the historical cost convention unless otherwise specified within these accounting policies and in accordance with Financial Reporting Standard 102, the Financial Reporting Standard applicable in the UK and the Republic of Ireland and the Companies Act 2006.

The preparation of financial statements in compliance with FRS 102 requires the use of certain critical accounting estimates. It also requires management to exercise judgment in applying the Company's accounting policies.

The following principal accounting policies have been applied:

2.2 Revenue

Revenue is recognised to the extent that it is probable that the economic benefits will flow to the Company and the revenue can be reliably measured. Revenue is measured as the fair value of the consideration received or receivable, excluding discounts, rebates, value added tax and other sales taxes. The following criteria must also be met before revenue is recognised:

Sale of goods

Revenue from the sale of goods is recognised when all of the following conditions are satisfied:

- the Company has transferred the significant risks and rewards of ownership to the buyer;
- the Company retains neither continuing managerial involvement to the degree usually associated with ownership nor effective control over the goods sold;
- the amount of revenue can be measured reliably;
- it is probable that the Company will receive the consideration due under the transaction; and
- the costs incurred or to be incurred in respect of the transaction can be measured reliably.

Rendering of services

Revenue from a contract to provide services is recognised in the period in which the services are provided in accordance with the stage of completion of the contract when all of the following conditions are satisfied:

- the amount of revenue can be measured reliably;
- it is probable that the Company will receive the consideration due under the contract;
- the stage of completion of the contract at the end of the reporting period can be measured reliably; and
- the costs incurred and the costs to complete the contract can be measured reliably.

2. Accounting policies (continued)

2.3 Operating leases: the Company as lessee

Rentals paid under operating leases are charged to the Profit and Loss Account on a straight line basis over the lease term.

Benefits received and receivable as an incentive to sign an operating lease are recognised on a straight line basis over the lease term, unless another systematic basis is representative of the time pattern of the lessee's benefit from the use of the leased asset.

The Company has taken advantage of the optional exemption available on transition to FRS 102 which allows lease incentives on leases entered into before the date of transition to the standard 01 April 2018 to continue to be charged over the period to the first market rent review rather than the term of the lease.

2.4 Finance costs

Finance costs are charged to the Profit and Loss Account over the term of the debt using the effective interest method so that the amount charged is at a constant rate on the carrying amount. Issue costs are initially recognised as a reduction in the proceeds of the associated capital instrument.

2.5 Borrowing costs

All borrowing costs are recognised in the Profit and Loss Account in the year in which they are incurred.

2.6 Pensions

Defined contribution pension plan

The Company operates a defined contribution plan for its employees. A defined contribution plan is a pension plan under which the Company pays fixed contributions into a separate entity. Once the contributions have been paid the Company has no further payment obligations.

The contributions are recognised as an expense in the Profit and Loss Account when they fall due. Amounts not paid are shown in accruals as a liability in the Balance Sheet. The assets of the plan are held separately from the Company in independently administered funds.

2. Accounting policies (continued)

2.7 *Current and deferred taxation*

The tax expense for the year comprises current and deferred tax. Tax is recognised in the Profit and Loss Account, except that a charge attributable to an item of income and expense recognised as other comprehensive income or to an item recognised directly in equity is also recognised in other comprehensive income or directly in equity respectively.

The current income tax charge is calculated on the basis of tax rates and laws that have been enacted or substantively enacted by the balance sheet date in the countries where the Company operates and generates income.

Deferred tax balances are recognised in respect of all timing differences that have originated but not reversed by the Balance Sheet date, except that:

- The recognition of deferred tax assets is limited to the extent that it is probable that they will be recovered against the reversal of deferred tax liabilities or other future taxable profits; and
- Any deferred tax balances are reversed if and when all conditions for retaining associated tax allowances have been met.

Deferred tax balances are not recognised in respect of permanent differences except in respect of business combinations, when deferred tax is recognised on the differences between the fair values of assets acquired and the future tax deductions available for them and the differences between the fair values of liabilities acquired and the amount that will be assessed for tax. Deferred tax is determined using tax rates and laws that have been enacted or substantively enacted by the balance sheet date.

2.8 Intangible assets

Goodwill

Goodwill represents the difference between amounts paid on the cost of a business combination and the acquirer's interest in the fair value of its identifiable assets and liabilities of the acquiree at the date of acquisition. Subsequent to initial recognition, goodwill is measured at cost less accumulated amortisation and accumulated impairment losses. Goodwill is amortised on a straight line basis to the Profit and Loss Account over its useful economic life.

Other intangible assets

Intangible assets are initially recognised at cost. After recognition, under the cost model, intangible assets are measured at cost less any accumulated amortisation and any accumulated impairment losses.

All intangible assets are considered to have a finite useful life. If a reliable estimate of the useful life cannot be made, the useful life shall not exceed ten years.

2.9 Tangible fixed assets

Tangible fixed assets under the cost model are stated at historical cost less accumulated depreciation and any accumulated impairment losses. Historical cost includes expenditure that is directly attributable to bringing the asset to the location and condition necessary for it to be capable of operating in the manner intended by management.

2. Accounting policies (continued)

2.9 Tangible fixed assets (continued)

Depreciation is charged so as to allocate the cost of assets less their residual value over their estimated useful lives, on a reducing balance basis.

Depreciation is provided on the following basis:

Freehold property	-		Not depreciated
Long-term leasehold property	-		Over the yearsof the lease
Plant and machinery	-	25%	Reducing balance
Motor vehicles	-	25%	Reducing balance
Fixtures and fittings	-	25%	Reducing balance
Office equipment	-	25%	Reducing baance

The assets' residual values, useful lives and depreciation methods are reviewed, and adjusted prospectively if appropriate, or if there is an indication of a significant change since the last reporting date.

Gains and losses on disposals are determined by comparing the proceeds with the carrying amount and are recognised in the Profit and Loss Account.

2.10 Stocks

Stocks are stated at the lower of cost and net realisable value, being the estimated selling price less costs to complete and sell. Cost is based on the cost of purchase on a net realisable valuebasis. Work in progress and finished goods include labour and attributable overheads.

At each balance sheet date, stocks are assessed for impairment. If stock is impaired, the carrying amount is reduced to its selling price less costs to complete and sell. The impairment loss is recognised immediately in profit or loss.

2.11 Debtors

Short term debtors are measured at transaction price, less any impairment. Loans receivable are measured initially at fair value, net of transaction costs, and are measured subsequently at amortised cost using the effective interest method, less any impairment.

2.12 Cash and cash equivalents

Cash is represented by cash in hand and deposits with financial institutions repayable without penalty on notice of not more than 24 hours. Cash equivalents are highly liquid investments that mature in no more than three months from the date of acquisition and that are readily convertible to known amounts of cash with insignificant risk of change in value.

2.13 Creditors

Short term creditors are measured at the transaction price. Other financial liabilities, including bank loans, are measured initially at fair value, net of transaction costs, and are measured subsequently at amortised cost using the effective interest method.

2. Accounting policies (continued)

2.14 Provisions for liabilities

Provisions are made where an event has taken place that gives the Company a legal or constructive obligation that probably requires settlement by a transfer of economic benefit, and a reliable estimate can be made of the amount of the obligation.

Provisions are charged as an expense to the Profit and Loss Account in the year that the Company becomes aware of the obligation, and are measured at the best estimate at the Balance Sheet date of the expenditure required to settle the obligation, taking into account relevant risks and uncertainties.

When payments are eventually made, they are charged to the provision carried in the Balance Sheet.

2.15 Financial instruments

The Company only enters into basic financial instrument transactions that result in the recognition of financial assets and liabilities like trade and other debtors and creditors, loans from banks and other third parties, loans to related parties and investments in ordinary shares.

Debt instruments (other than those wholly repayable or receivable within one year), including loans and other accounts receivable and payable, are initially measured at present value of the future cash flows and subsequently at amortised cost using the effective interest method. Debt instruments that are payable or receivable within one year, typically trade debtors and creditors, are measured, initially and subsequently, at the undiscounted amount of the cash or other consideration expected to be paid or received. However, if the arrangements of a short-term instrument constitute a financing transaction, like the payment of a trade debt deferred beyond normal business terms or in case of an out-right short-term loan that is not at market rate, the financial asset or liability is measured, initially at the present value of future cash flows discounted at a market rate of interest for a similar debt instrument and subsequently at amortised cost, unless it qualifies as a loan from a director in the case of a small company, or a public benefit entity concessionary loan.

Investments in non-derivative instruments that are equity to the issuer are measured:

- at fair value with changes recognised in the Profit and Loss Account if the shares are publicly traded or their fair value can otherwise be measured reliably;
- at cost less impairment for all other investments.

Financial assets that are measured at cost and amortised cost are assessed at the end of each reporting period for objective evidence of impairment. If objective evidence of impairment is found, an impairment loss is recognised in the Profit and Loss Account.

For financial assets measured at amortised cost, the impairment loss is measured as the difference between an asset's carrying amount and the present value of estimated cash flows discounted at the asset's original effective interest rate. If a financial asset has a variable interest rate, the discount rate for measuring any impairment loss is the current effective interest rate determined under the contract.

For financial assets measured at cost less impairment, the impairment loss is measured as the difference between an asset's carrying amount and best estimate of the recoverable amount, which is an approximation of the amount that the Company would receive for the asset if it were to be sold at the balance sheet date.

2. Accounting policies (continued)

2.15 Financial instruments (continued)

Financial assets and liabilities are offset and the net amount reported in the Balance Sheet when there is an enforceable right to set off the recognised amounts and there is an intention to settle on a net basis or to realise the asset and settle the liability simultaneously.

Derivatives, including interest rate swaps and forward foreign exchange contracts, are not basic financial instruments. Derivatives are initially recognised at fair value on the date a derivative contract is entered into and are subsequently re-measured at their fair value. Changes in the fair value of derivatives are recognised in profit or loss in finance costs or income as appropriate. The company does not currently apply hedge accounting for interest rate and foreign exchange derivatives.

2.16 Dividends

Equity dividends are recognised when they become legally payable. Interim equity dividends are recognised when paid. Final equity dividends are recognised when approved by the shareholders at an annual general meeting.

3. Employees

The average monthly number of employees, including the director, during the year was as follows:

	2020 No.	*2019* *No.*
Sales staff	**35**	*35*
Bakers	**3**	*3*
Administration	**2**	*2*
	40	*40*

4. Intangible assets

	Goodwill £
Cost	
Additions	**21,000**
At 31 March 2020	**21,000**
Amortisation	
Charge for the year	**4,200**
At 31 March 2020	**4,200**
Net book value	
At 31 March 2020	**16,800**
At 31 March 2019	-

5. Tangible fixed assets

	Freehold property £	Long-term leasehold property £	Plant and machinery £	Motor vehicles £	Fixtures and fittings £
Cost or valuation					
At 1 April 2019	**581,094**	**4,840**	**98,421**	**16,804**	**2,000**
Additions	-	**1,501**	**73,548**	-	-
Disposals	-	-	-	**(1,708)**	-
At 31 March 2020	**581,094**	**6,341**	**171,969**	**15,096**	**2,000**
Depreciation					
At 1 April 2019	-	**3,077**	**75,076**	**11,784**	**1,800**
Charge for the year on owned assets	-	**503**	**19,473**	**1,255**	**50**
Disposals	-	-	-	**(1,449)**	-
At 31 March 2020	-	**3,580**	**94,549**	**11,590**	**1,850**

5. Tangible fixed assets (continued)

Net book value

At 31 March 2020	**581,094**	**2,761**	**77,420**	**3,506**	**150**
At 31 March 2019	*581,094*	*1,763*	*23,345*	*5,020*	*200*

	Office equipment £	Total £
Cost or valuation		
At 1 April 2019	**2,385**	**705,544**
Additions	**-**	**75,049**
Disposals	**-**	**(1,708)**
At 31 March 2020	**2,385**	**778,885**
Depreciation		
At 1 April 2019	**2,321**	**94,058**
Charge for the year on owned assets	**15**	**21,296**
Disposals	**-**	**(1,449)**
At 31 March 2020	**2,336**	**113,905**
Net book value		
At 31 March 2020	**49**	**664,980**
At 31 March 2019	*63*	*611,485*

The net book value of land and buildings may be further analysed as follows:

	2020 £	*2019 £*
Freehold	**581,094**	*581,093*
Long leasehold	**2,761**	*1,763*
	583,855	*582,856*

NOTES TO THE FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 MARCH 2020

6. Stocks

	2020 £	2019 £
Raw materials and consumables	**11,270**	*3,150*
	11,270	*3,150*

7. Debtors

	2020 £	2019 £
Trade debtors	**5,173**	*4,845*
Other debtors	**10,290**	*31,400*
Prepayments and accrued income	**5,069**	-
	20,532	*36,245*

8. Cash and cash equivalents

	2020 £	2019 £
Cash at bank and in hand	**17,808**	*70,567*
	17,808	*70,567*

9. Creditors: Amounts falling due within one year

	2020 £	2019 £
Bank loans	**33,751**	*33,751*
Trade creditors	**11,959**	*3,144*
Corporation tax	**19,152**	*35,896*
Other taxation and social security	**5,940**	*2,830*
Obligations under finance lease and hire purchase contracts	**1,728**	*3,697*
Other creditors	**7,146**	*8,105*
Accruals and deferred income	**3,800**	*2,800*
	83,476	*90,223*

10. Creditors: Amounts falling due after more than one year

	2020 £	2019 £
Bank loans	**319,252**	*346,713*
Net obligations under finance leases and hire purchase contracts	**-**	*913*
	319,252	*347,626*

11. Loans

Analysis of the maturity of loans is given below:

	2020 £	2019 £
Amounts falling due within one year		
Bank loans	**33,751**	*33,751*
	33,751	*33,751*
Amounts falling due 2-5 years		
Bank loans	**135,004**	*135,004*
	135,004	*135,004*
Amounts falling due after more than 5 years		
Bank loans	**184,248**	*211,710*
	184,248	*211,710*
	353,003	*380,465*

12. Hire purchase and finance leases

Minimum lease payments under hire purchase fall due as follows:

	2020 £	*2019* *£*
Within one year	**3,696**	*3,696*
Between 1-5 years	**-**	*3,696*
	3,696	*7,392*

13. Financial instruments

	2020 £	*2019* *£*
Financial assets		
Financial assets measured at fair value through profit or loss	**17,808**	*70,567*

14. Deferred taxation

	2020 £
At beginning of year	**(5,025)**
Charged to profit or loss	**(10,388)**
Utilised in year	**-**
At end of year	**(15,413)**

The provision for deferred taxation is made up as follows:

	2020 £	*2019* *£*
Accelerated capital allowances	**(15,413)**	*(5,025)*
	(15,413)	*(5,025)*

15. Pension commitments

The company operates a defined contribution scheme (money purchase)

Companies House

CS01 (ef)

Confirmation Statement

Company Name: **LEYSDOWN BAKERY LIMITED**
Company Number: **04155959**

Received for filing in Electronic Format on the: **09/02/2021**

X9XXPMLU

Company Name: **LEYSDOWN BAKERY LIMITED**

Company Number: **04155959**

Confirmation Statement date: **07/02/2021**

Confirmation Statement

I confirm that all information required to be delivered by the company to the registrar in relation to the confirmation period concerned either has been delivered or is being delivered at the same time as the confirmation statement

Authorisation

Authenticated

This form was authorised by one of the following:

Director, Secretary, Person Authorised, Charity Commission Receiver and Manager, CIC Manager, Judicial Factor

Registered number: 4155959

C.H

LEYSDOWN BAKERY LIMITED

UNAUDITED

FINANCIAL STATEMENTS

INFORMATION FOR FILING WITH THE REGISTRAR

FOR THE YEAR ENDED 31 MARCH 2019

SATURDAY

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A14 17/08/2019 #1

COMPANIES HOUSE

LEYSDOWN BAKERY LIMITED
REGISTERED NUMBER: 4155959

BALANCE SHEET
AS AT 31 MARCH 2019

	Note		2019 £		2018 £
Fixed assets					
Tangible assets	4		**611,485**		*292,090*
			611,485		*292,090*
Current assets					
Stocks	5	**3,150**		*4,100*	
Debtors: amounts falling due within one year	6	**36,245**		*12,722*	
Cash at bank and in hand	7	**70,567**		*120,494*	
		109,962		*137,316*	
Creditors: amounts falling due within one year	8	**(90,223)**		*(69,659)*	
Net current assets			**19,739**		*67,657*
Total assets less current liabilities			**631,224**		*359,747*
Creditors: amounts falling due after more than one year	9		**(347,626)**		*(132,575)*
Provisions for liabilities					
Deferred tax	13	**(5,025)**		*(6,015)*	
			(5,025)		*(6,015)*
Net assets			**278,573**		*221,157*
Capital and reserves					
Called up share capital			**100**		*100*
Profit and loss account			**278,473**		*221,057*
			278,573		*221,157*

The director considers that the Company is entitled to exemption from audit under section 477 of the Companies Act 2006 and members have not required the Company to obtain an audit for the year in question in accordance with section 476 of Companies Act 2006.

The director acknowledges his responsibilities for complying with the requirements of the Companies Act 2006 with respect to accounting records and the preparation of financial statements.

The Company's financial statements have been prepared in accordance with the provisions applicable to companies subject to the small companies regime.

The financial statements have been delivered in accordance with the provisions applicable to companies subject to the small companies regime.

BALANCE SHEET (CONTINUED)
AS AT 31 MARCH 2019

The Company has opted not to file the profit and loss account in accordance with provisions applicable to companies subject to the small companies' regime.

The financial statements were approved and authorised for issue by the board and were signed on its behalf on 27 July 2019.

Mr Keith Boyce
Director

The notes on pages 5 to 14 form part of these financial statements.

STATEMENT OF CHANGES IN EQUITY
FOR THE YEAR ENDED 31 MARCH 2019

	Called up share capital	Profit and loss account	Total equity
	£	£	£
At 1 April 2018	100	221,057	221,157
Comprehensive income for the year			
Profit for the year	-	147,416	147,416
Other comprehensive income for the year	-	-	-
Total comprehensive income for the year	-	147,416	147,416
Dividends: Equity capital	-	(90,000)	(90,000)
Total transactions with owners	-	(90,000)	(90,000)
At 31 March 2019	100	278,473	278,573

The notes on pages 5 to 14 form part of these financial statements.

STATEMENT OF CHANGES IN EQUITY
FOR THE YEAR ENDED 31 MARCH 2018

	Called up share capital	Profit and loss account	Total equity
	£	£	£
At 1 April 2017	**10**	**150,848**	**150,858**
Comprehensive income for the year			
Profit for the year	**-**	**149,209**	**149,209**
Other comprehensive income for the year	**-**	**-**	**-**
Total comprehensive income for the year	**-**	**149,209**	**149,209**
Dividends: Equity capital	**-**	**(79,000)**	**(79,000)**
Shares issued during the year	**90**	**-**	**90**
Total transactions with owners	**90**	**(79,000)**	**(78,910)**
At 31 March 2018	**100**	**221,057**	**221,157**

The notes on pages 5 to 14 form part of these financial statements.

NOTES TO THE FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 MARCH 2019

1. General information

The company is a private limited by shares. The registered office is in England at 20-22 Leysdown Road Leysdown, Kent , ME12 4RE. The company's registration number is 4155959. The company's trading activity is that of a bakery retail and wholesale.

2. Accounting policies

2.1 Basis of preparation of financial statements

The financial statements have been prepared under the historical cost convention unless otherwise specified within these accounting policies and in accordance with Financial Reporting Standard 102, the Financial Reporting Standard applicable in the UK and the Republic of Ireland and the Companies Act 2006.

The preparation of financial statements in compliance with FRS 102 requires the use of certain critical accounting estimates. It also requires management to exercise judgment in applying the Company's accounting policies.

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Revenue is recognised to the extent that it is probable that the economic benefits will flow to the Company and the revenue can be reliably measured. Revenue is measured as the fair value of the consideration received or receivable, excluding discounts, rebates, value added tax and other sales taxes. The following criteria must also be met before revenue is recognised:

Sale of goods

Revenue from the sale of goods is recognised when all of the following conditions are satisfied:

- the Company has transferred the significant risks and rewards of ownership to the buyer;
- the Company retains neither continuing managerial involvement to the degree usually associated with ownership nor effective control over the goods sold;
- the amount of revenue can be measured reliably;
- it is probable that the Company will receive the consideration due under the transaction; and
- the costs incurred or to be incurred in respect of the transaction can be measured reliably.

Rendering of services

Revenue from a contract to provide services is recognised in the period in which the services are provided in accordance with the stage of completion of the contract when all of the following conditions are satisfied:

- the amount of revenue can be measured reliably;
- it is probable that the Company will receive the consideration due under the contract;
- the stage of completion of the contract at the end of the reporting period can be measured reliably; and
- the costs incurred and the costs to complete the contract can be measured reliably.

2. Accounting policies (continued)

2.3 Operating leases: the Company as lessee

Rentals paid under operating leases are charged to the Profit and loss account on a straight line basis over the lease term.

Benefits received and receivable as an incentive to sign an operating lease are recognised on a straight line basis over the lease term, unless another systematic basis is representative of the time pattern of the lessee's benefit from the use of the leased asset.

The Company has taken advantage of the optional exemption available on transition to FRS 102 which allows lease incentives on leases entered into before the date of transition to the standard 01 April 2017 to continue to be charged over the period to the first market rent review rather than the term of the lease.

2.4 Finance costs

Finance costs are charged to the Profit and loss account over the term of the debt using the effective interest method so that the amount charged is at a constant rate on the carrying amount. Issue costs are initially recognised as a reduction in the proceeds of the associated capital instrument.

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All borrowing costs are recognised in the Profit and loss account in the year in which they are incurred.

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Defined contribution pension plan

The Company operates a defined contribution plan for its employees. A defined contribution plan is a pension plan under which the Company pays fixed contributions into a separate entity. Once the contributions have been paid the Company has no further payment obligations.

The contributions are recognised as an expense in the Profit and loss account when they fall due. Amounts not paid are shown in accruals as a liability in the Balance sheet. The assets of the plan are held separately from the Company in independently administered funds.

2. Accounting policies (continued)

2.7 Current and deferred taxation

The tax expense for the year comprises current and deferred tax. Tax is recognised in the Profit and loss account, except that a charge attributable to an item of income and expense recognised as other comprehensive income or to an item recognised directly in equity is also recognised in other comprehensive income or directly in equity respectively.

The current income tax charge is calculated on the basis of tax rates and laws that have been enacted or substantively enacted by the balance sheet date in the countries where the Company operates and generates income.

Deferred tax balances are recognised in respect of all timing differences that have originated but not reversed by the Balance sheet date, except that:

- The recognition of deferred tax assets is limited to the extent that it is probable that they will be recovered against the reversal of deferred tax liabilities or other future taxable profits; and
- Any deferred tax balances are reversed if and when all conditions for retaining associated tax allowances have been met.

Deferred tax balances are not recognised in respect of permanent differences except in respect of business combinations, when deferred tax is recognised on the differences between the fair values of assets acquired and the future tax deductions available for them and the differences between the fair values of liabilities acquired and the amount that will be assessed for tax. Deferred tax is determined using tax rates and laws that have been enacted or substantively enacted by the balance sheet date.

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Tangible fixed assets under the cost model are stated at historical cost less accumulated depreciation and any accumulated impairment losses. Historical cost includes expenditure that is directly attributable to bringing the asset to the location and condition necessary for it to be capable of operating in the manner intended by management.

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Depreciation is provided on the following basis:

Freehold property	-		Not depreciated
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Plant and machinery	-	25%	Reducing balance
Motor vehicles	-	25%	Reducing balance
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Office equipment	-	25%	Reducing balance

The assets' residual values, useful lives and depreciation methods are reviewed, and adjusted prospectively if appropriate, or if there is an indication of a significant change since the last reporting date.

Gains and losses on disposals are determined by comparing the proceeds with the carrying amount and are recognised in the Profit and loss account.

2. Accounting policies (continued)

2.9 Stocks

Stocks are stated at the lower of cost and net realisable value, being the estimated selling price less costs to complete and sell. Cost is based on the cost of purchase on a net realisable valuebasis. Work in progress and finished goods include labour and attributable overheads.

At each balance sheet date, stocks are assessed for impairment. If stock is impaired, the carrying amount is reduced to its selling price less costs to complete and sell. The impairment loss is recognised immediately in profit or loss.

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Short term debtors are measured at transaction price, less any impairment. Loans receivable are measured initially at fair value, net of transaction costs, and are measured subsequently at amortised cost using the effective interest method, less any impairment.

2.11 Cash and cash equivalents

Cash is represented by cash in hand and deposits with financial institutions repayable without penalty on notice of not more than 24 hours. Cash equivalents are highly liquid investments that mature in no more than three months from the date of acquisition and that are readily convertible to known amounts of cash with insignificant risk of change in value.

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Short term creditors are measured at the transaction price. Other financial liabilities, including bank loans, are measured initially at fair value, net of transaction costs, and are measured subsequently at amortised cost using the effective interest method.

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Provisions are made where an event has taken place that gives the Company a legal or constructive obligation that probably requires settlement by a transfer of economic benefit, and a reliable estimate can be made of the amount of the obligation.

Provisions are charged as an expense to the Profit and loss account in the year that the Company becomes aware of the obligation, and are measured at the best estimate at the Balance sheet date of the expenditure required to settle the obligation, taking into account relevant risks and uncertainties.

When payments are eventually made, they are charged to the provision carried in the Balance sheet.

2.14 Financial instruments

The Company only enters into basic financial instrument transactions that result in the recognition of financial assets and liabilities like trade and other debtors and creditors, loans from banks and other third parties, loans to related parties and investments in ordinary shares.

Investments in non-derivative instruments that are equity to the issuer are measured:

- at fair value with changes recognised in the Profit and loss account if the shares are publicly traded or their fair value can otherwise be measured reliably;

2. Accounting policies (continued)

2.14 Financial instruments (continued)

- at cost less impairment for all other investments.

2.15 Dividends

Equity dividends are recognised when they become legally payable. Interim equity dividends are recognised when paid. Final equity dividends are recognised when approved by the shareholders at an annual general meeting.

3. Employees

The average monthly number of employees, including the director, during the year was as follows:

	2019 No.	*2018* *No.*
Sales	**23**	*23*
Administration	**2**	*2*
	25	*25*

4. Tangible fixed assets

	Freehold property £	Long-term leasehold property £	Plant and machinery £	Motor vehicles £	Fixtures and fittings £
Cost or valuation					
At 1 April 2018	**255,660**	**4,840**	**94,563**	**16,804**	**2,000**
Additions	**325,434**	**-**	**3,858**	**-**	**-**
At 31 March 2019	**581,094**	**4,840**	**98,421**	**16,804**	**2,000**
Depreciation					
At 1 April 2018	**-**	**2,724**	**67,295**	**10,111**	**1,733**
Charge for the year on owned assets	**-**	**353**	**7,782**	**1,673**	**67**
At 31 March 2019	**-**	**3,077**	**75,077**	**11,784**	**1,800**
Net book value					

4. Tangible fixed assets (continued)

At 31 March 2019	**581,094**	**1,763**	**23,344**	**5,020**	**200**
At 31 March 2018	*255,660*	*2,116*	*27,269*	*6,693*	*267*

	Office equipment £	Total £
Cost or valuation		
At 1 April 2018	**2,385**	**376,252**
Additions	**-**	**329,292**
At 31 March 2019	**2,385**	**705,544**
Depreciation		
At 1 April 2018	**2,300**	**84,163**
Charge for the year on owned assets	**21**	**9,896**
At 31 March 2019	**2,321**	**94,059**
Net book value		
At 31 March 2019	**64**	**611,485**
At 31 March 2018	*85*	*292,090*

The net book value of land and buildings may be further analysed as follows:

	2019 £	*2018 £*
Freehold	**581,093**	*255,660*
Long leasehold	**1,763**	*2,116*
	582,856	*257,776*

NOTES TO THE FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 MARCH 2019

5. Stocks

	2019 £	2018 £
Raw materials and consumables	**3,150**	*4,100*
	3,150	*4,100*

6. Debtors

	2019 £	2018 £
Trade debtors	**4,845**	*5,051*
Other debtors	**31,400**	*4,671*
Prepayments and accrued income	**-**	*3,000*
	36,245	*12,722*

7. Cash and cash equivalents

	2019 £	2018 £
Cash at bank and in hand	**70,567**	*120,494*
	70,567	*120,494*

8. Creditors: Amounts falling due within one year

	2019 £	2018 £
Bank loans	**33,751**	*17,814*
Trade creditors	**3,144**	*-*
Corporation tax	**35,898**	*35,813*
Other taxation and social security	**2,830**	*2,471*
Obligations under finance lease and hire purchase contracts	**3,697**	*3,697*
Other creditors	**8,103**	*7,064*
Accruals and deferred income	**2,800**	*2,800*
	90,223	*69,659*

9. Creditors: Amounts falling due after more than one year

	2019 £	*2018* *£*
Bank loans	**346,713**	*128,780*
Net obligations under finance leases and hire purchase contracts	**913**	*3,795*
	347,626	*132,575*

The following liabilities were secured:

	2019 £	*2018* *£*
Freehold property	**380,465**	*146,594*
	380,465	*146,594*

Details of security provided:

The bank has a standard debenture on the freehold properties owned by the company.

10. Loans

Analysis of the maturity of loans is given below:

	2019 £	2018 £
Amounts falling due within one year		
Bank loans	**33,751**	*17,814*
	33,751	*17,814*
Amounts falling due 2-5 years		
Bank loans	**135,004**	*71,256*
	135,004	*71,256*
Amounts falling due after more than 5 years		
Bank loans	**211,710**	*57,524*
	211,710	*57,524*
	380,465	*146,594*

11. Hire purchase and finance leases

Minimum lease payments under hire purchase fall due as follows:

	2019 £	2018 £
Within one year	**913**	*3,795*
	913	*3,795*

12. Financial instruments

	2019 £	2018 £
Financial assets		
Financial assets measured at fair value through profit or loss	**70,567**	*120,494*

13. Deferred taxation

	2019 £
At beginning of year	**(6,015)**
Utilised in year	**990**
At end of year	**(5,025)**

The provision for deferred taxation is made up as follows:

	2019 £	*2018* *£*
Accelerated capital allowances	**(5,025)**	*(6,015)*
	(5,025)	*(6,015)*

14. Pension commitments

The company operates a define benefit scheme for pensions (money purchase scheme)..

Companies House

CS01 (ef)

Confirmation Statement

Company Name: **LEYSDOWN BAKERY LIMITED**
Company Number: **04155959**

Received for filing in Electronic Format on the: **24/02/2020**

X8ZGGKS2

Company Name: **LEYSDOWN BAKERY LIMITED**

Company Number: **04155959**

Confirmation Statement date: **07/02/2020**

Confirmation Statement

I confirm that all information required to be delivered by the company to the registrar in relation to the confirmation period concerned either has been delivered or is being delivered at the same time as the confirmation statement

Authorisation

Authenticated

This form was authorised by one of the following:

Director, Secretary, Person Authorised, Charity Commission Receiver and Manager, CIC Manager, Judicial Factor

Companies House

MR01(ef)

Registration of a Charge

Company name: **LEYSDOWN BAKERY LIMITED**

Company number: **04155959**

Received for Electronic Filing: **06/04/2018**

X73A58D5

Details of Charge

Date of creation: **03/04/2018**

Charge code: **0415 5959 0003**

Persons entitled: **BARCLAYS BANK PLC**

Brief description:

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION**

FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.

Certified by: **BARCLAYS BANK PLC**

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4155959

Charge code: 0415 5959 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd April 2018 and created by LEYSDOWN BAKERY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th April 2018 .

Given at Companies House, Cardiff on 10th April 2018

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

Case Reference No. BPM/8182933/REP/SPO

BARCLAYS

The Chargors listed in Schedule 1
(the ***Chargors***)

and

Barclays Bank PLC
(the ***Bank***)

DEBENTURE AND CROSS GUARANTEE

CONTENTS

CLAUSE		PAGE
1.	DEFINITIONS AND INTERPRETATION	2
2.	AGREEMENT TO PAY	6
3.	CHARGES	7
4.	DELIVERY OF DOCUMENTS OF TITLE AND REGISTRATION	11
5.	NOTICE OF ACCOUNT SECURITY	12
6.	RIGHTS UNDER SECURITIES	13
7.	PRIORITY OF CHARGES	14
8.	COLLECTION OF RECEIVABLES	14
9.	COVENANTS RELATING TO LAND AND OTHER ASSETS	15
10.	ACCOUNTS	16
11.	NEGATIVE PLEDGE	17
12.	PRESERVATION OF SECURITY	18
13.	FURTHER ASSURANCES	19
14.	ENFORCEMENT	20
15.	CONTINUING SECURITY	20
16.	INSURANCE	21
17.	ADMINISTRATOR	21
18.	RECEIVER	21
19.	CHANGE TO CHARGORS	25
20.	EXPENSES AND INDEMNITIES	26
21.	SET OFF	27
22.	TRANSFER AND DISCLOSURE	27
23.	FORBEARANCE	28
24.	COUNTERPARTS	28
25.	NOTICES, COMMUNICATIONS AND DEMANDS	28
26.	MISCELLANEOUS PROVISIONS	29
27.	GOVERNING LAW AND JURISDICTION	29
SCHEDULE 1 - THE PARTIES		30
SCHEDULE 2 - FORM OF ACCESSION DEED		31
SCHEDULE 3 - WAIVER OF DEFENCES AND DEFERRAL OF RIGHTS		40
SCHEDULE 4 - FORM OF NOTICE OF SECURITY TO ACCOUNT BANK		44

IMPORTANT – PLEASE READ THIS NOTE BEFORE THIS DEBENTURE IS EXECUTED

This Debenture is an important legal document. The Bank strongly recommends that you seek the advice of your solicitor or other legal adviser before executing this Debenture.

- This is a Debenture including fixed charges over the assets referred to in Clause 3.2 (*Fixed charges*), an assignment of the rights and assets referred to in Clause 3.3 (*Assignment*) and a floating charge over all of the other assets and undertaking of each Chargor in Clause 3.4 (*Floating charges*).

- The Bank will hold this Debenture as security for all debts and other liabilities owed to it by each Chargor including under the agreement to pay contained in Clause 2 (*Agreement to pay*). This includes all present and future loans or facilities the Bank has granted or may in the future grant.

- Your liabilities under this Debenture will include any liabilities owed under any guarantee or indemnity which you have given to or may give to the Bank in the future subject to the limitations set out in this Debenture.

- If any of the debts or liabilities secured or guaranteed by this Debenture are not paid when due, the Bank can appoint a receiver, or take possession of the property and any of the assets charged by this Debenture and sell them and can appoint an administrator in relation to each Chargor.

- This Debenture is separate from and not limited by any other security or guarantee which you may have already given or may give to the Bank in the future.

IF A COMPANY/LLP INCORPORATED IN ENGLAND AND WALES EXECUTES THIS DEBENTURE, ALL PARTIES UNDERSTAND THAT THIS DOCUMENT (INCLUDING ANY ATTACHMENTS) WILL BE AVAILABLE FOR INSPECTION BY ANY PERSON AT COMPANIES HOUSE.

THIS DEED is made on 3/4/ 2018

BY:

(1) The entities listed in Schedule 1 (*The Parties*) to this Deed including the Agent (each a ***Chargor*** and together the ***Chargors***);

and

(2) **Barclays Bank PLC** (Company Number 01026167) of 1 Churchill Place, London E14 5HP (the **Bank**)

IT IS AGREED as follows

1. **DEFINITIONS AND INTERPRETATION**

Definitions

1.1 In this Deed, each of the following expressions has, except where the context otherwise requires, the meaning shown opposite it:

Accession Deed means a deed of accession in a form and substance satisfactory to the Bank and substantially in the form set out in Schedule 2 (*Form of Accession Deed*) by which a person will become a party to this Deed as a Chargor;

Accounts means each of the accounts opened or maintained by each Chargor with any bank, building society, financial institution or other person (other than the Bank) (the ***Assigned Accounts***) and each of the accounts opened or maintained by each Chargor with the Bank (the ***Fixed Charge Accounts***) from time to time (including any renewal, redesignation, replacement, subdivision or subaccount of such account) and the debt or debts represented thereby;

Additional Chargor means a company or limited liability partnership which grants security in favour of the Bank by executing an Accession Deed;

Agent means the Chargor identified in Schedule 1 (*The Parties*) as the Agent;

Assets means all of a Chargor's undertaking, property, assets, rights, interests and revenues, whatever and wherever in the world, present and future, and includes each or any of them;

Authorised Address means the last address given to the Bank for a Chargor's place of business (or any one of them if more than one) or registered office;

Barclays Group means Barclays PLC and any of its Subsidiaries;

Default Rate means:

(a) the default interest rate set out in the document under which the relevant liability for the overdue amount initially arose; or

(b) if no default interest rate is set out in such document or in the case of any default interest payable in respect of any cost, charge, loss, liability, expense and other amount referred to in Clause 20 (*Expenses and Indemnities*), a rate per annum equal to the cost (without proof or evidence of any actual cost) to the Bank (as certified by it) if it were to fund or of funding the relevant amount plus 2 per cent. per annum;

Deposit means all sums deposited or to be deposited in each Account, together with all other rights and benefits accruing to or arising in connection with each Account (including, but not limited to, entitlements to interest), together with all accrued interest, wherever deposited;

Environmental Approvals means all consents of any kind relating to Environmental Laws to which a Chargor or the Land or the use or occupation of the Land is subject;

Environmental Claims means any claim by any person in respect of losses or liabilities suffered or incurred by that person as a result of or in connection with any violation of Environmental Laws or Environmental Approvals or giving rise to any remedy or penalty that may be enforced or assessed by private or public legal action as a result of Environmental Contamination or any application for any interim or final judicial or administrative decree, injunction, cease and desist order, abatement order, compliance order, consent order, clean-up order or enforcement notice, stop notice, improvement notice, prohibition notice or revocation order in respect of Environmental Contamination or any other remedial action or action to comply that a Chargor is obliged to undertake pursuant to Environmental Laws in respect of Environmental Contamination;

Environmental Contamination means the following and their consequences:

(a) any release, leakage or spillage at or from any site owned or occupied by a Chargor into any part of the environment of any toxic, poisonous, noxious or polluting matter or hazardous, detrimental or dangerous substances or thing;

(b) any accident, fire, explosion or sudden event which affects the environment and is attributable to the operation, management or control of any site occupied by a Chargor including (without limitation) the storage, keeping, handling, labelling or disposal of waste (as defined in the Environmental Protection Act 1990) or hazardous, toxic or dangerous substances; and

(c) any designation of Land as contaminated land for the purposes of Part IIA of the Environmental Protection Act 1990;

Environmental Laws includes all or any laws, statutes, rules, regulations, treaties, directives, bye-laws, directions, codes of practice, circulars, guidance notes, orders, notices, demands, decisions of the courts of any authority or any other body whatsoever having jurisdiction which at any time relate to the environment or Environmental

Contamination or standards of conduct applicable to the Land or the occupation or use of the Land or the operation of any business from or using the Land;

Floating Charge Assets means those of the Assets that are for the time being comprised in the floating charge created by Clause 3.4 (*Floating charges*) (or in the equivalent provision in the Accession Deed) but only insofar as concerns that floating charge;

Insurance Contracts means all insurance and assurance contracts and policies now or in the future held by or otherwise benefiting a Chargor:

(a) which relate to Assets themselves subject to a fixed charge in favour of the Bank; or

(b) which are now or in the future deposited by that Chargor with the Bank;

Intellectual Property Rights means patents (including supplementary protection certificates), trade marks, service marks and designs (and any applications for any of them), utility models, design rights, copyright, database rights and rights, title, interest and benefits in respect of domain names, logo, get-up, computer software, brand and trade names, know-how, confidential information, inventions, moral rights, trade secrets and rights in passing off and all other intellectual property rights and interests (whether registered or unregistered) and all rights under any agreements relating to the use or exploitation of any such rights (including for the avoidance of doubt the right to receive revenue or royalties) and, in each case, any extensions or renewals of, and any applications for, these rights;

Land includes freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land including trade and tenant's fixtures and fittings (but excluding, in the case of leasehold property, landlord's fixtures) and fixed plant and machinery;

Notice of Account Security means a notice of security in substantially the form as set out in Schedule 4 (*Form of Notice of Security to Account Bank*) or in such form as may be specified by the Bank;

Property Agreement means all present and future agreements, contracts, options or undertakings for or in relation to the creation of any estate, interest or right in or over the Land (including, without limitation, in relation to any lease, licence, tenancy or right to occupy whether on a fixed term or periodic basis);

Receivables means all sums of money receivable by a Chargor now or in the future consisting of or payable under or derived from any Asset referred to in Clause 2 (*Agreement to pay*) (or any Asset referred to in the equivalent provision in the Accession Deed);

Receiver means a receiver and manager or a receiver and the term shall include any of their delegates or sub-delegates;

Rental Income means the gross rents, licence fees and other monies receivable now or hereafter at any time by a Chargor in respect of or arising out of any lease of the Land or any agreement for lease or licence or otherwise without limitation derived by a Chargor from the Land or otherwise paid to or received by a Chargor in respect of the Land;

Secured Obligations means all money, obligations and liabilities now or at any time in the future due, owing or incurred in any manner whatsoever by each Chargor to the Bank whether actually or contingently, whether directly or indirectly, whether solely or jointly with any other person and whether as principal or surety, including, without limitation, all interest, discount, commission, fees, charges and expenses and together with any matters relating to or arising in respect of those moneys, obligations and liabilities;

Security Assets means all Assets of a Chargor or any of them which are the subject of any security created or expressed to be created by or pursuant to this Deed;

Securities means all stocks, shares, debentures, debenture stock, loan stock, bonds and securities issued by any person (other than a Chargor) and all other investments (as listed in Part II of Schedule 2 to the Financial Services and Markets Act 2000) including all rights and benefits arising and all money payable in respect of them, whether by way of conversion, redemption, bonus, option, dividend, interest or otherwise (including in all subsidiary undertakings or the certificates for which are now or in the future deposited with the Bank or which if uncertificated are held in an escrow or other account in the favour of the Bank or held in the Bank's name or in the name of a nominee to the order of the Bank);

Security Interest means any mortgage, charge, pledge, lien, assignment, encumbrance, right of set off or security interest whatsoever, howsoever created or arising or any other agreement, arrangement or court order having substantially the same economic effect as the foregoing;

Security Period means the period beginning on the date of this Deed and ending on the date on which the Bank is satisfied that all Secured Obligations have been unconditionally and irrevocably paid and discharged in full and all facilities made available by the Bank to each Chargor have been cancelled;

Subsidiary means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006; and

Transferee has the meaning given to it in Clause 22.1 (*Transfer and disclosure*).

1.2 **Interpretation**

(a) In this Deed, except where the context otherwise requires:

(i) references to the Bank and include references to any of its nominees, agents, Delegates, successors in title and permitted assigns and transferees and references to a Chargor include references to their respective successors in title and permitted assigns and transferees;

(ii) ***winding up*** includes any winding up, reconstruction, administration, dissolution, liquidation, bankruptcy and any analogous procedure or step under any applicable law;

(iii) if a Chargor consists of more than one entity the liability of each such entity shall be joint and several and the terms of this Deed shall be construed accordingly;

(iv) a Chargor means an original Chargor and/or an Additional Chargor;

(v) references to any deed, instrument, certificate, agreement or contract (including this Deed) or a provision thereof shall be construed as a reference to that deed, instrument, certificate, agreement or contract or provision as from time to time varied, novated, amended, supplemented or replaced (however fundamentally);

(vi) expressions importing the singular shall include the plural and vice versa and words denoting any gender include all genders;

(vii) references to any statute or other legislative provision shall include any statutory or legislative modification, re-enactment or any substitution of such statute or provision and, where applicable, any equivalent statute or legislation in another jurisdiction;

(viii) a time of day is a reference to London time; and

(ix) references to a person shall be construed as a reference to any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality).

(b) The headings in this Deed are for ease of reference only and shall not affect its interpretation.

(c) This Deed and each Accession Deed (if any) shall be read together and construed as one instrument so that all references in this Deed to "this Deed" shall be deemed to include, where the context so requires, each Accession Deed which has from time to time been entered into by Additional Chargors and all references in this Deed to any "Security created by this Deed" or "Security created pursuant to this Deed" shall be deemed to include any Security created by or pursuant to each such Accession Deed, and all the powers and rights conferred on the Bank and any Receiver in relation to the security created by this Security shall extend and apply to the Security created by each such Accession Deed.

2. AGREEMENT TO PAY

2.1 Each Chargor, as primary obligor and not merely as surety, covenants with the Bank that it will pay or discharge on demand the Secured Obligations on the date(s) on which such Secured Obligations are expressed to become due and in the manner provided for in the document under which liability for such Secured Obligations arises.

2.2 Each Chargor unconditionally and irrevocably and jointly and severally:

(a) guarantees to the Bank punctual performance of all of each other Chargor's payment obligations to the Bank;

(b) undertakes to the Bank that whenever another Chargor does not pay any part of the Secured Obligations when due to the Bank, it shall immediately on demand pay that amount (in whatever currency denominated) as if it was the principal obligor; and

(c) agrees with the Bank that if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation, indemnify the Bank immediately on demand against any cost, claims, charges, expenses, losses or liability it incurs as a result of another Chargor not paying any of part of the Secured Obligations which would, but for such unenforceability, invalidity or illegality, have been payable by it on the date when it would have been due. The amount payable by a Chargor under this indemnity (meaning for the avoidance of doubt, that a Chargor is required to fully reimburse the Bank) will not exceed the amount it would have had to pay under this Deed if the amount claimed had been recoverable on the basis of a guarantee.

2.3 The covenants and obligations contained in Clause 2.1 (*Agreement to pay*) and Clause 2.2 (*Agreement to pay*) are given subject to, and with the benefit of, the provisions set out in Schedule 3 (*Waiver of Defences and Deferral of Rights*) by each of the Chargors jointly and severally.

2.4 Default interest on the Secured Obligations shall accrue in respect of any overdue amount from its due date or, in the case of any cost, charge, loss, liability, expense and other amount referred to in Clause 20 (*Expenses and Indemnities*) from the date such amount was expended, paid or debited on account by the Bank (without the necessity of any demand being made for payment thereof), in each case, up to the date of actual payment (both before and after judgment) at the Default Rate. Any default interest accruing under this paragraph shall be immediately payable by that Chargor on demand by the Bank. Unless otherwise agreed, such default interest (if unpaid) will be compounded with the relevant overdue amount or cost, charge, loss, liability, expense and other amount referred to in Clause 20 (*Expenses and Indemnities*) on a monthly basis but will remain immediately due and payable.

3. CHARGES

3.1 General

All security created by a Chargor under this Clause 3 is:

(a) continuing security for the payment and discharge of the Secured Obligations;

(b) granted with full title guarantee;

(c) granted in respect of all the right, title and interest (if any), present and future of that Chargor in and to the relevant Security Asset; and

(d) granted in favour of the Bank.

3.2 **Fixed charges**

Each Chargor charges by way of first fixed charge:

(a) all Land in England and Wales now vested in it and not registered at the Land Registry;

(b) all Land in England and Wales now vested in it and registered at the Land Registry;

(c) all other Land which is now, or in the future becomes, its property;

(d) (to the extent that they are not Land) all plant, machinery, computers, vehicles, office or other equipment now or in the future owned by it and its interest in any plant, machinery, computers, vehicles, office or other equipment in its possession (but excluding any for the time being part of its stock-in-trade or work-in-progress) and the benefit of all contracts, licences and warranties relating to them;

(e) (to the extent not validly and effectively assigned pursuant to Clause 3.3(a) (*Assignment*) below) all Rental Income and the benefit to that Chargor of all other rights and claims to which that Chargor is now or may in the future become entitled in relation to the Land including (but not limited to) all rights and claims of that Chargor against all persons who now are or have been or may become lessees, sub-lessees, licensees or occupiers of any Land and all chargors and sureties for the obligations of such persons;

(f) all Securities;

(g) the Insurance Contracts together with all rights and interest in the Insurance Contracts (including the benefit of all claims arising and, to the extent not validly and effectively assigned pursuant to Clause 3.3(f) (*Assignment*) below, all monies payable under them);

(h) all of its present and future goodwill;

(i) all of its present and future uncalled capital;

(j) all of its present and future Intellectual Property Rights;

(k) all trade secrets, confidential information and know-how owned or enjoyed by it now or in the future in any part of the world;

(l) all other debts now or in the future owing to it save for those arising on fluctuating accounts with associates (as defined in section 345 of the Companies Act 2006);

(m) all of its present and future right, title, benefit and interest in and to each Fixed Charge Account and each related Deposit; and

(n) the benefit of all instruments, guarantees, charges, pledges and other rights now or in the future available to it as security in respect of any Asset itself subject to a fixed charge in favour of the Bank.

3.3 **Assignment**

Each Chargor assigns and agrees to assign all of its right, title, estate and other interests in and to:

(a) the Rental Income and the benefit to that Chargor of all other rights and claims to which that Chargor is now or may in the future become entitled in relation to the Land including (but not limited to) all rights and claims of that Chargor against all persons who now are or have been or may become lessees, sub-lessees, licensees or occupiers of any Land and all chargors and sureties for the obligations of such persons;

(b) the benefit of all guarantees, warranties and representations given or made by and any rights or remedies against all or any professional advisors now or at any time engaged by that Chargor in relation to any Land and the manufacturers, suppliers or installers of all plant, machinery, fixtures, fittings and other equipment now or from time to time in the buildings erected or to be erected on any Land and any other person, firm or company now or from time to time under contract with or under a duty to that Chargor and the benefit of all sums recovered in any proceedings against all or any of such persons;

(c) the benefit of all Property Agreements and the proceeds of any claim, award or judgement arising out of any Property Agreement and all sums paid or payable to that Chargor under or in respect of any Property Agreement;

(d) each Assigned Account and all related Deposits;

(e) (to the extent that any Intellectual Property Rights are not capable of being charged pursuant to Clause 3.2 (*Fixed charges*), whether by reason of lack of any third party consent which is required, or otherwise) its right, title and interest (if any) in and to any and all damages, compensation, remuneration, profit, rent, fees, royalties or income which it may derive from such Intellectual Property Rights or be awarded or entitled to in respect of such Intellectual Property Rights; and

(f) any sums payable to it pursuant to any Insurance Contract,

provided that nothing in this Clause 3.3 shall constitute the Bank as a mortgagee in possession.

3.4 **Floating charges**

(a) Each Chargor charges by way of first floating charge all its present and future undertaking and Assets of whatever type and wherever located.

(b) The floating charge created by each Chargor under Clause 3.4(a) above shall be deferred in point of priority to all other security or security interests created under or pursuant to this Deed.

(c) The floating charge created by each Chargor under Clause 3.4(a) above is a "qualifying floating charge" for the purposes of paragraph 14(2)(a) of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 of the Enterprise Act 2002). Paragraph 14 of Schedule B1 of the Insolvency Act 1986 shall apply to this Deed.

3.5 **Conversion of floating charges**

(a) **By notice**: Subject to the Insolvency Act 1986, the Bank may by notice to each Chargor convert the floating charges created by this Deed (or in the equivalent provision in the Accession Deed) into fixed charges as regards all or any of each Chargor's Assets specified in the notice at any time. At any time after the floating charges created by this Deed (or in the equivalent provision in the Accession Deed) have been converted to fixed charges, the Bank may by notice subsequently reconvert it into a floating charge by notice in writing.

(b) **Automatic conversion**: Subject to the Insolvency Act 1986 and Clause 3.5(c) (*Moratorium*) below, the floating charges created by this Deed shall (in addition to the circumstances in which the same will occur under general law) automatically be converted (without any notice) into fixed charges over the Assets, rights and property of each Chargor:

(i) on the convening of any meeting of the members or directors of that Chargor to consider a resolution to wind up that Chargor or put that Chargor into administration;

(ii) on a resolution being passed or an order being made for the winding-up, dissolution, administration or re-organisation of that Chargor;

(iii) on the appointment of a liquidator or an administrator (whether out of court or otherwise) to that Chargor;

(iv) on any person levying or attempting to levy any distress, execution or other process against any Security Assets of that Chargor;

(v) on that Chargor ceasing to carry on business or a substantial part of it or ceasing to be a going concern;

(vi) on that Chargor stopping making payments to its creditors or giving notice to creditors that it intends to stop payment;

(vii) on that Chargor creating or attempting to create a trust over any of the Security Assets;

(viii) on the holder of any other Security Interest whether ranking in priority to or *pari passu* with or after the charges and security contained in this Deed or that Chargor appointing, requesting the appointment of, an administrator, an administrative receiver, receiver, manager or receiver and manager in respect of that Chargor; or

(ix) any floating charge granted by that Chargor to any other person crystallising for any reason whatsoever.

(c) **Moratorium:** the floating charges created pursuant to Clause 3.4 (*Floating charges*) may not be converted into fixed charges solely by reason of:

(i) the obtaining of a moratorium; or

(ii) anything done with a view to obtaining a moratorium,

under Schedule A1 of the Insolvency Act 1986.

3.6 **Implied covenants of title**

The covenants set out in sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clauses 3.2 (*Fixed charges*), 3.3 (*Assignment*) and 3.4 (*Floating charges*) above. It shall be implied in respect of Clauses 3.2 (*Fixed charges*), 3.3 (*Assignment*) and 3.4 (*Floating charges*) above that each Chargor is disposing of the Security Assets free from all charges and encumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment).

3.7 **Ownership**

Each Chargor is the legal and beneficial owner of, and has good and marketable title to, its Security Assets, in each case, free from security (other than that created by or pursuant to this Deed) and restrictions and onerous covenants.

3.8 **Representations and Warranties**

Each Chargor represents and warrants:

(a) that it has taken all necessary action to authorise the acceptance of and the exercise of its rights under this Deed and the performance of its obligations under this Deed and all other documents to be entered into by it in connection with this Deed; and

(b) that there is no legal or other restriction on its ability to perform its obligations in respect of this Deed.

4. **DELIVERY OF DOCUMENTS OF TITLE AND REGISTRATION**

4.1 Each Chargor shall on the date of this Deed deliver (or procure delivery) to the Bank of, and the Bank shall be entitled to hold and retain during the Security Period, all deeds, certificates and other documents of title relating to the property charged pursuant to this Deed (including any lease or licences relating to it) where originals thereof are not required to be registered.

4.2 Each Chargor shall at any time as required by the Bank execute and deliver to the Bank any documents and transfers to constitute or perfect an equitable or legal charge or a pledge (at the Bank's option) over any Securities, including uncertificated Securities within any clearing, transfer, settlement and/or depository system, and give any instructions and take any actions the Bank may require to achieve this.

4.3 Each Chargor shall, if requested by the Bank, execute all such documents and do all acts that the Bank may reasonably require to record the interest of the Bank in any registers relating to any registered Intellectual Property Rights.

4.4 Each Chargor undertakes to make or procure that there is made a due application to the Land Registry in respect of any Land that is registered land (with the Chargor's consent as proprietor of the relevant registered estate):

(a) to enter a restriction in the following terms on the relevant register of title:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge in the debenture dated [ ] in favour of [name of chargee] as referred to in the charges register or their conveyancer"; and

(b) to enter an obligation to make further advances on the relevant register of title.

4.5 Each Chargor certifies to the Land Registry that the Security Interest created under or pursuant to this Deed does not contravene any of the provisions of the memorandum or articles of association or other constitutive documents of that Chargor.

4.6 Each Chargor shall, if requested by the Bank, execute and deliver to the provider of any Insurance Contracts such notices and other documents as the Bank may reasonably require in relation to the assignment by way of security.

4.7 Each Chargor undertakes not to amend, vary or waive the terms and conditions relating to any Insurance Contract without the prior written consent of the Bank.

5. **NOTICE OF ACCOUNT SECURITY**

5.1 The execution of this Deed by the Chargors and the Bank shall constitute notice to the Bank of the security created over each Fixed Charge Account and each related Deposit.

5.2 Each relevant Chargor shall, on the request of Bank following the service of a default notice or following any failure to pay any of the Secured Obligations when they fall due, deliver to the Bank (or procure the delivery of) a Notice of Account Security duly executed by, or on behalf of each Chargor in respect of the Accounts held with any bank, building society, financial institution or other person (other than the Bank) (if any) and the related Deposits and each relevant Chargor shall use all reasonable endeavours to procure from the recipient of such Notice of Account Security an acknowledgement in the form set out in therein.

6. **RIGHTS UNDER SECURITIES**

6.1 Unless and until this Deed becomes enforceable or the Bank directs otherwise:

(a) all and any cash dividends paid in respect of the Securities or any of them received by the Bank (or its nominee) shall be released to each Chargor;

(b) all voting and other rights and powers attached to or conferred upon the Securities shall continue to be exercised by each Chargor for so long as it remains their registered owner; and

(c) the Bank will, where it (or its nominee) is registered as holder of the Securities, exercise all voting and other rights and powers attached to the Securities as each Chargor may from time to time in writing reasonably direct (and in the absence of such instructions the Bank, or its nominee, shall not exercise any such rights), and the Bank shall instruct any nominee for the time being registered as holder of the Securities accordingly.

6.2 At any time and from time to time after this Deed becomes enforceable or the Bank directs:

(a) all and any dividends and other distributions accruing on or deriving from the Securities (notwithstanding that they may have accrued in respect of an earlier period) shall:

(i) if received by any Chargor (or any nominee of it), be held on trust for the Bank and (if requested by the Bank) immediately be paid and transferred to the Bank; and

(ii) when and if received by the Bank (or its nominee) shall form part of the Securities and be held by the Bank on the terms of this Deed as additional security (and, if cash, be paid into a cash collateral deposit account and may be applied by the Bank at any time and from time to time thereafter in or towards the discharge of the Secured Obligations as the Bank thinks fit);

(b) following the Bank serving notice on each Chargor, the Bank may from time to time exercise (and may from time to time direct the exercise of) all voting and other rights and powers (by statute or otherwise) attached to or conferred on the Securities in such manner as the Bank (in its reasonable discretion) thinks fit and each Chargor shall, and shall procure that any nominee of that Chargor shall, comply with any such directions of the Bank. For the avoidance of doubt, until such time as the Bank takes any steps to exercise any voting or other rights and powers attached to or conferred on the Securities, all such rights and powers shall remain with each Chargor; and

(c) each Chargor shall (and shall procure that nominee of it shall), if required by the Bank, agree to accept short notice for and to attend all or any meetings or class meetings of the holders of the Securities, to appoint proxies and exercise all voting and other rights and powers which may at any time be exercisable by the holders of the Securities as the Bank may from time to time direct.

6.3 The rights and powers attached to or conferred upon the Securities shall, for the purposes of Clause 6.2(b) above, include (without limitation) all powers given to trustees by the Trustee Act 2000 in respect of securities subject to a trust and shall be exercisable without any need for any further consent or authority of a Chargor.

7. PRIORITY OF CHARGES

7.1 Any mortgage, assignment, fixed charge or other fixed security each Chargor creates in the Bank's favour will have priority over the floating charge created by Clause 3.4 (*Floating charges*) (or in the equivalent provision in the Accession Deed) unless the Bank states otherwise.

Any debentures, assignment, mortgages or charges (fixed or floating) which each Chargor creates in the future (except those in the Bank's favour) shall be expressed to be subject to this Deed and shall rank in order of priority behind the security created pursuant to this Deed.

8. COLLECTION OF RECEIVABLES

8.1 Each Chargor shall collect and realise all Receivables and immediately on receipt pay all money which it receives in respect of them into that Chargor's bank account with the Bank, or into any other account notified in writing to the Bank, in each case on such terms as the Bank may direct. Pending that payment, each Chargor will hold all money so received upon trust for the Bank separate from its own money. Each Chargor may not, without prior written consent, charge, factor, discount, assign, postpone, subordinate or waive its rights in respect of any Receivable in favour of any other person (other than the Bank) or purport to do so.

8.2 If required by the Bank, each Chargor shall serve notice, in such form as the Bank may reasonably require, on the account bank (if not the Bank) of the security constituted by this Deed.

8.3 If a credit balance on any account of a Chargor with any member of the Barclays Group includes proceeds of Receivables credited or transferred to that account, that member of the Barclays Group has an absolute discretion whether to permit or refuse to permit that Chargor to utilise or withdraw that credit balance and that member of the Barclays Group may in its sole discretion at any time transfer all or any part of that credit balance to any other account of that Chargor with that member of the Barclays Group, or to a suspense account opened for the purposes of holding or realising such funds, or in reduction of any outstanding Secured Obligations.

8.4 If the Bank releases, waives or postpones its rights in respect of any Receivables for the purpose of enabling a Chargor to factor, discount or otherwise sell them to the Bank or to a third party, the charges created by this Deed will in all other respects remain in full force and effect. In particular, all amounts due to that Chargor from the Bank or the third party and any Receivables re-assigned or due to be re-assigned to that Chargor will be subject to the relevant fixed charge detailed in Clause 3.2 (*Fixed charges*), subject only to any

defences or rights of retention or set off which the Bank or the third party may have against that Chargor.

9. **COVENANTS RELATING TO LAND AND OTHER ASSETS**

9.1 Each Chargor shall:

(a) keep its Land, plant, machinery, computers, vehicles, office or other equipment in good and substantial repair and condition to the satisfaction of the Bank;

(b) perform and observe in all material respects all the covenants, conditions and stipulations (whether as landlord or tenant) in any lease, agreement for lease or other right to occupy in respect of any of its Land and shall not do or permit to subsist any act or thing as a result of which any such lease, agreement for lease or other right to occupy may be subject to determination or right of re-entry or forfeiture prior to the expiration of its term;

(c) not at any time without the prior written consent of the Bank sever or remove any of the fixtures forming part of its Land or any of the plant or machinery (other than stock in trade or work in progress) on or in its Land if to do so would reasonably be expected to have a materially adverse effect of the value, saleability or use of the Land or the enforceability of this Deed;

(d) comply with all planning laws and regulations and the terms of any authorisation in respect of any such planning laws and regulations, in each case relating to any of its Land;

(e) obtain and maintain in full force and effect all Environmental Approvals and ensure that the business and/or operations carried on at the Land comply in all respects with all Environmental Laws and Environmental Approvals;

(f) promptly on becoming aware of it inform the Bank of any Environmental Claim which has been made or threatened against that Chargor or any occupier of the Land or any of the officers of that Chargor in their capacity as such setting out the action which is to be taken with respect to that Environmental Claim; and

(g) notify the Bank promptly on becoming aware of any Environmental Contamination at or brought on to the Land or circumstances likely to lead to Environmental Contamination which might give rise to any Environmental Claim, and take or procure the taking of all necessary action to deal with, remedy or remove from the Land or prevent the incursion of (as the case may be) that Environmental Contamination or circumstances likely to lead to Environmental Contamination so as to prevent an Environmental Claim, endeavouring always to minimise the danger or harm arising to the Environment.

9.2 Each Chargor shall not, without the Bank's prior written consent:

(a) grant or agree to grant (whether in exercise of or independently of any statutory power) any lease or tenancy;

(b) agree to any amendment or waiver or surrender of any lease or tenancy;

(c) commence any forfeiture proceedings in respect of any lease or tenancy;

(d) part with or share possession or confer upon any person any contractual licence or right to occupy;

(e) consent to any assignment of any tenant's interest under any lease or tenancy;

(f) agree to any rent review in respect of any lease or tenancy; or

(g) serve any notice on any former tenant under any lease or tenancy (or any Chargor of that former tenant) which would entitle it to a new lease or tenancy, in respect of all or any part of its Land.

9.3 If a Chargor fails to comply with any of the undertakings in this Clause 9, the Bank (and its agents and contractors) shall be entitled to do such things as it considers are necessary or desirable to remedy such failure. Each Chargor shall immediately on request by the Bank pay the costs and expenses of the Bank (and its agents and contractors) incurred in connection with any action taken under this Clause 9.

10. ACCOUNTS

10.1 Notification and Variation

Each Chargor shall promptly deliver to the Bank on the date of this Deed (and, if any change occurs thereafter, on the date of such change), details of each Assigned Account opened or maintained by it with any bank, building society, financial institution or other person.

10.2 Bank rights

At any time and from time to time after this Deed becomes enforceable or the Bank directs, the Bank shall be entitled, without notice or further demand, to:

(a) demand and receive all and any monies due under or arising out of each Assigned Account (including the related Deposits); and

(b) exercise in relation to each Assigned Account all such rights as each Chargor was then entitled to exercise in relation to such Assigned Account or might, but for the terms of this Deed, exercise.

10.3 Terms of Accounts

Except with the Bank's prior written consent and subject to Clause 10.4 (*Partial maturity*), each Fixed Charge Account shall be maintained on the terms that any relevant Deposit shall mature on the earlier of:

(a) the first time at which: (i) there are no remaining Secured Obligations; and (ii) the Bank is not under any obligation or liability (actual or contingent) to make advances or provide

other financial accommodation which, if made or provided, would give rise to any Secured Obligations; and

(b) close of business in London on the date on which any of the Secured Obligations shall have become due and payable and shall not have been paid upon becoming so due and payable,

so that, at such time as any such credit balance shall mature (or at any time thereafter), the Bank may exercise in relation to that credit balance any rights of set-off, combination or consolidation to which the Bank may be entitled under this Deed, any other contract, or at law.

10.4 **Partial maturity**

If on any day any of the Secured Obligations become due and payable and have not been paid by close of business in London on the same day, then only so much of the Deposit from time to time on any Fixed Charge Accounts shall mature as equals the amount of the Secured Obligations which became due and payable and had not been paid by close of business on that day.

10.5 **Interest on Deposit**

Interest shall accrue on each Deposit on any Fixed Charge Accounts at such rates and be payable on such dates and in such manner as agreed by the parties from time to time.

10.6 **Restrictions on Deposits**

(a) Each Chargor shall, prior to this Deed becoming enforceable or unless the Bank otherwise directs, be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Account.

(b) At any time and from time to time after this Deed becomes enforceable or the Bank directs, the Chargors shall not be entitled to receive, withdraw or otherwise transfer any Deposit from time to time on any Account except with the prior written consent of the Bank.

11. **NEGATIVE PLEDGE**

11.1 No Chargor shall, without the prior written consent of the Bank:

(a) create, agree to create or permit to exist any trust, interest or Security Interest (howsoever ranking in point of priority) of any nature whatsoever (including such as arises by operation of law or any enactment) in, over or affecting all or any part of its Security Assets; or

(b) subject to Clause 11.2(b) below, part with, grant or enter into a lease of, sell, transfer, assign or otherwise dispose of (including by way of declaration of trust) all or any part of its Security Assets or any interest in them or agree to do so.

11.2 Each Chargor undertakes to the Bank that, save as expressly permitted by the Bank in writing, it will not:

(a) create any mortgage or any fixed or floating charge or other security over any of the Floating Charge Assets (whether having priority over, or ranking *pari passu* with or subject to, the floating charges created by this Deed); or

(b) sell, transfer, part with or dispose of any of the Floating Charge Assets except by way of sale in the ordinary course of business.

12. PRESERVATION OF SECURITY

12.1 Ruling off

If the Bank receives notice of any subsequent interest or Security Interest affecting any Security Asset:

(a) the Bank may open a new account or accounts in respect of that Chargor and if the Bank does not open a new account, it shall nevertheless be treated as if it had done so at the time when it had received the notice; and

(b) all payments made by that Chargor to the Bank after the Bank receives such notice shall be credited or be treated as having been credited to its new account and in no circumstances whatsoever shall such payments operate to reduce the amount due from that Chargor to the Bank at the time when it received the notice.

12.2 Release

If at any time the Secured Obligations shall have been paid and discharged in full and the Bank shall be under no commitment, obligation or liability of any kind (present or future, actual or contingent), the Bank will at the request and cost of the Chargors re-assign the Security Assets to the Chargors or otherwise discharge the security constituted under this Deed.

12.3 Retention of Charges

Notwithstanding Clause 12.2 (*Release*):

(a) if the Bank shall have reasonable grounds for believing that a Chargor may be insolvent, bankrupt or unable to pay its debts as and when they fall due or that the value of a Chargor's assets may be less than the amount of its liabilities taking into account its contingent and prospective liabilities or may be deemed for the purposes of any law to be insolvent or bankrupt, as at the date of any payment made by that Chargor to the Bank, then the Bank shall be at liberty to retain the security contained in or created pursuant to this Deed until the expiry of a period of one month plus such statutory period within which any assurance, security, guarantee or payment can be avoided or invalidated;

(b) the Bank shall be able to exercise its rights under paragraph (a) above notwithstanding (i) the payment and discharge in full of all Secured Obligations or (ii) any release, settlement,

discharge or arrangement that may be given or made by the Bank on, or as a consequence of, such payment or discharge of liability; and

(c) if at any time within such period as is referred to in paragraph (a) above, any step or corporate action is taken in respect of a Chargor in relation to or with a view to any insolvency, bankruptcy, administration, winding up or receivership proceedings or procedure as set out in Part 26 of the Companies Act 2006 or in the Insolvency Act 1986 or in relation to or with a view to any analogous proceedings or procedure in any jurisdiction the Bank shall be at liberty to continue to retain such security for such further period as the Bank may reasonably determine and such security shall be deemed to have continued to have been held as security for the payment and discharge to the Bank of all Secured Obligations.

13. FURTHER ASSURANCES

13.1 Each Chargor shall on demand execute any document and do any other act or thing (in either case, at the expense of that Chargor) which the Bank may reasonably specify for protecting, preserving or perfecting any security created or intended to be created by this Deed or for facilitating the realisation thereof or otherwise for enforcing the same or exercising any of the powers, rights and discretions of the Bank under this Deed, including the execution of all releases, transfers, assignments and other documents and the giving of all notices, orders, instructions, directions and requests for any consents to enable the property to be charged which the Bank may reasonably request and each Chargor irrevocably and severally by way of security appoints the Bank (and any Receiver appointed under this Deed) as its attorney in its name and on its behalf to sign, execute and deliver all such documents and do any act or thing as the Bank may think fit.

13.2 Each Chargor (and any Receiver appointed under this Deed) by way of security irrevocably and severally appoints the Bank to be its attorney with full power of substitution, on its behalf and in its name or otherwise, at such time and in such manner as the attorney thinks fit:

(a) prior to service of a default notice or any demand for payment, to do anything which that Chargor is obliged to do under this Deed (but has not done);

(b) on and after service of a default notice or any demand for payment, to do anything which that Chargor is obliged to do under this Deed; and

(c) to take any action which is ancillary to the exercise of any of the rights conferred on the Bank in relation to any Security Asset or under this Deed or any other agreement with the Bank, the Law of Property Act 1925 or the Insolvency Act 1986, and ratifies and confirms and agrees to ratify and confirm whatever any such attorney shall do or purport to do in the exercise or purported exercise of all or any of the powers, authorities and discretions referred to in this Clause 13.2.

14. **ENFORCEMENT**

14.1 On and after service of a default notice or any failure to pay any of the Secured Obligations when they fall due or a request from a Chargor to the Bank that it exercise any of its powers under this Deed (or if any steps are taken to appoint an administrator of a Chargor), the Security Interests created by and under this Deed and any Accession Deed shall be immediately enforceable and the Bank, without prejudice to the powers conferred on it by virtue of the Law of Property Act 1925, shall be entitled to:

(a) secure and perfect its title to all or any part of the Security Assets;

(b) enforce all or any part of that Security at the times, in the manner and on the terms it thinks fit;

(c) take possession of and hold or dispose of all or any part of the Security Assets (and any Assets of the relevant Chargor which, when got in, would be part of the Security Assets) at the times, in the manner and on the terms it thinks fit; and

(d) transfer or otherwise dispose of any Security Asset and to give good discharge for any moneys received by the Bank in exercise of such power of sale and/or disposal.

14.2 If no default notice has been served on a Chargor, the Bank shall as soon as reasonably practicable after exercising any power pursuant to Clause 14.1 above notify the Chargors of such exercise.

14.3 To the extent that the Security Interests created by this Deed constitute a "security financial collateral arrangement" and the Security Assets constitute "financial collateral" for the purpose of the Financial Collateral Arrangements (No. 2) Regulations 2003 ("Regulations"), the Bank shall have the right on giving prior notice to a Chargor, at any time after the Security Interest becomes enforceable, to appropriate all or any part of the Security Assets in or towards discharge of the Secured Obligations. The parties agree that the value of the appropriated Security Assets shall be, in the case of cash, the amount of cash appropriated and, in the case of Securities, determined by the Bank by reference to any publicly available market price in the absence of which by such other means as the Bank (acting reasonably) may select including, without limitation, an independent valuation. The parties agree that the value of each Account shall be the amount of the credit balance on it, together with any accrued but unposted interest that is paid in relation to that Account at the time the right of appropriation is exercised. For the purpose of Regulation 18(1) of the Regulations, each Chargor agrees that any such determination by the Bank will constitute a valuation "in a commercially reasonable manner".

15. **CONTINUING SECURITY**

The security constituted by this Deed shall be continuing, is made for securing further advances and will extend to the ultimate balance of the Secured Obligations, regardless of any intermediate payment or discharge in whole or in part.

16. **INSURANCE**

16.1 Each Chargor must insure all insurable Assets with an insurance office or underwriter acceptable to the Bank against loss or damage by fire and such other risks as the Bank may specify from time to time. This insurance cover must be for the full replacement value and be index-linked. Each Chargor must also maintain all other insurances normally maintained by prudent companies with similar activities to those of that Chargor or as the Bank may require.

16.2 Each Chargor must punctually make all premium and other payments necessary to effect or maintain these insurances and produce receipts for these payments at the request of the Bank. If, at any time, a Chargor fails to have the required insurance cover in place or to produce any receipt on request or to deposit any policy with the Bank under Clause 4 (*Delivery of Documents of Title and Registration*) or on request, the Bank may take out or renew any insurance in any sum and on any terms the Bank thinks appropriate and recover the costs of doing so from that Chargor.

17. **ADMINISTRATOR**

17.1 At any time and from time to time after this security becomes enforceable, or if a Chargor so requests the Bank in writing from time to time, the Bank may appoint any one or more qualified persons to be an administrator of any Chargor, to act together or independently of the other or others appointed (to the extent applicable).

17.2 Any such appointment may be made pursuant to an application to court under paragraph 12 of Schedule B1 of the Insolvency Act 1986 (Administration application) or by filing specified documents with the court under paragraphs 14 to 21 (inclusive) of Schedule B1 of the Insolvency Act 1986.

17.3 In this Clause 17, a "qualified person" means a person who, under the Insolvency Act 1986, is qualified to act as an administrator of any company or individual with respect to which that person is appointed.

18. **RECEIVER**

18.1 **Appointment of Receiver**

(a) At any time after this security becomes enforceable, or if a Chargor so requests the Bank in writing at any time, the Bank may (unless precluded by law) without further notice appoint under seal or in writing any one or more qualified persons to be a Receiver of all or any part of the Security Assets, to act together or independently of the other or others appointed to the extent applicable.

(b) In this Clause 18, a "qualified person" means a person who, under the Insolvency Act 1986, is qualified to act as a Receiver of the property of any company or individual with respect to which that person is appointed.

18.2 **Powers of Receiver**

(a) Every Receiver appointed in accordance with Clause 18.1 (*Appointment of Receiver*) shall (subject to any restrictions in the instrument appointing him but notwithstanding any winding-up or dissolution of a Chargor) have and be entitled to exercise all of the rights, powers and discretions, as varied and extended by the provisions of this Deed, conferred by the Law of Property Act 1925 on any receiver appointed under that Act and those conferred by the Insolvency Act 1986 (and to use the name of a Chargor for all or any of such purposes). If at any time there is more than one Receiver in respect of all or any part of the Security Assets, each such Receiver may (unless otherwise stated in any document appointing that Receiver) exercise all of the powers conferred on a Receiver under this Deed or under the Insolvency Act 1986 individually and to the exclusion of each other Receiver.

(b) The rights, powers and discretions referred to in paragraph (a) above include (without limitation) the right, power and/or discretion (as the case may be):

(i) **Take possession**: to take immediate possession of, get in and collect the Security Assets or any part of the Security Assets whether accrued before or after the date of his appointment;

(ii) **Carry on business**: to carry on or manage the business of a Chargor as the Receiver may think fit or to concur in or authorise the management of, or appoint a manager of the whole or any part of the business of that Chargor;

(iii) **Protection of assets**: to make and effect all repairs, alterations, improvements, replacements, developments, demolitions and insurances (including indemnity insurance and performance bonds and guarantees) and do all other acts which a Chargor might do in the ordinary conduct of its business as well for the protection as for the improvement of the Security Assets and to commence and/or complete any building operations on any Land secured pursuant to this Deed and to apply for and maintain any planning permissions, building regulation approvals and any other permissions, consents or licences, in each case as the Receiver may in its absolute discretion think fit or concur in any of the foregoing;

(iv) **Employees and advisers**: to appoint and discharge managers, officers, agents, accountants, servants, workmen and other advisers for the purposes of this Deed upon such terms as to remuneration or otherwise as the Receiver may think proper and to discharge any such persons appointed by a Chargor;

(v) **Borrow money**: to borrow money for the purpose of exercising any of the powers, authorities and discretions conferred on the Receiver by or pursuant to this Deed and/or of defraying any costs, charges, losses or expenses (including the Receiver's remuneration) which shall be incurred by that Receiver in the exercise of such powers, authorities and discretions or for any other purpose, to raise and borrow money either unsecured or on the security of the Security Assets or any part of the Security Assets either in priority to the security constituted by this Deed or

otherwise and generally on such terms and conditions as that Receiver may think fit and no person lending such money shall be concerned to enquire as to the propriety or purpose of the exercise of such power or to see to the application of any money so raised or borrowed;

(vi) **Sell business:** to sell or concur in selling the whole or any part of any Chargor's business whether as a going concern or otherwise;

(vii) **Sell assets:** to sell, exchange, grant options to purchase, license, surrender, release, disclaim, abandon, return or otherwise dispose of, convert into money or realise all or any part of the Security Assets by public auction or private contract and generally in such manner and on such terms as the Receiver shall think proper or to concur in any such transaction. Without prejudice to the generality of the foregoing the Receiver may do any of these things for a consideration consisting of cash, debentures or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over such period as the Receiver may think fit. Fixtures, other than landlords' fixtures, may be severed and sold separately from the property containing them without the consent of the relevant Chargor;

(viii) **Acquire assets:** to acquire assets for such consideration and on such terms as the Receiver may think fit, to purchase outright or acquire by leasing, hiring, licensing or otherwise, any land, buildings, plant, equipment, vehicles or materials or any other property, assets or rights of any description which the Receiver considers necessary or desirable for the carrying on, improvement or realisation of any of the Security Assets or the business of a Chargor or otherwise for the benefit of the Security Assets;

(ix) **Leases, etc.:** to grant or agree to grant any leases whatsoever and let on charter, sub-charter, hire, lease or sell on condition and to grant rights, options, licences or easements over all or any part of the Security Assets for such term and at such rent (with or without a premium) as the Receiver may think proper and to rescind, surrender and accept or agree to accept a surrender of any lease or tenancy of such Security Assets or agree to any variation of any such contract affecting all or any part of the Security Assets on such terms as the Receiver may think fit (including the payment of money to a lessee or tenant on a surrender or any rent review);

(x) **Uncalled capital:** to call up or require the directors or members (as applicable) of a Chargor to call up all or any portion of the uncalled capital for the time being of a Chargor and to enforce payment of any call by action (in the name of that Chargor or the Receiver, as may be thought fit by the Receiver);

(xi) **Compromise:** to negotiate, settle, adjust, refer to arbitration, compromise, abandon and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of a Chargor or relating in any way to the Security Assets or any part of them;

(xii) **Legal actions**: to bring, prosecute, enforce, defend and abandon all such actions, suits and proceedings in relation to the Security Assets or any part of them as may seem to the Receiver to be expedient;

(xiii) **Receipts**: to give valid receipts for all moneys and execute all assurances and things which may be proper or desirable for realising the Security Assets;

(xiv) **Subsidiaries, etc.**: to form a Subsidiary or Subsidiaries of a Chargor in any jurisdiction and transfer to any such Subsidiary or any other company or body corporate, whether or not formed for the purpose, all or any part of the Security Assets;

(xv) **Powers, discretions, etc.**: to exercise any powers, discretions, voting, conversion or other rights or entitlements in relation to any of the Security Assets or incidental to the ownership of or rights in or to any Security Assets and to complete or effect any transaction entered into by a Chargor and complete, disclaim, abandon or modify all or any of the outstanding contracts or arrangements of a Chargor relating to or affecting all or any part of the Security Assets; and

(xvi) **General powers**: to do all such other acts and things as the Receiver may consider desirable or necessary for realising the Security Assets or any part of them or incidental or conducive to any of the matters, powers or authorities conferred on a Receiver under or by virtue of this Deed, to exercise in relation to the Security Assets or any part of them all such powers, authorities and things as the Receiver would be capable of exercising if it were the absolute beneficial owner of them,

and to use the name of the relevant Chargor for all or any of such purposes.

18.3 **Removal**

The Bank may from time to time by writing remove any Receiver appointed by it (so far as it is lawfully able) and may, whenever it may deem it expedient, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

18.4 **Remuneration**

(a) The Bank may from time to time, fix the remuneration of any Receiver appointed by it (which remuneration may be or include a commission calculated by reference to the gross amount of all moneys received or otherwise and may include remuneration in connection with claims, actions or proceedings made or brought against the Receiver by a Chargor or any other person or the performance or discharge of any obligation imposed upon the Receiver by statute or otherwise) but such remuneration shall be payable by that Chargor alone, and sections 109(6) and (8) of the Law of Property Act 1925 shall not apply in relation to any Receiver appointed under this Deed.

(b) The amount of such remuneration may be debited by the Bank to any account of the relevant Chargor, held with the Bank but shall, in any event, form part of the Secured

Obligations and accordingly be secured on the Security Assets under the security contained in this Deed.

18.5 **Extent of appointment**

The exclusion of any Security Assets from the appointment of the Receiver shall not preclude the Bank from subsequently extending the Receiver's or Receivers' appointment (or that of their replacement) to that part or appointing another Receiver over any other part of the Security Assets.

18.6 **No liability as mortgagee in possession**

The Bank shall not, nor shall any Receiver appointed as aforesaid, by reason of it or the Receiver entering into possession of the Security Assets or any part of them, be liable to account as mortgagee in possession or be liable for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

18.7 **Agent of Chargor**

(a) Every Receiver of a Chargor duly appointed by the Bank under the powers in that respect contained in this Deed shall be deemed to be the agent of that Chargor for all purposes and shall as such agent for all purposes be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Law of Property Act 1925.

(b) Each Chargor alone shall be responsible for the contracts, engagements, acts, omissions, defaults and losses of the Receiver and for liabilities incurred by the Receiver and the Bank shall not incur any liability for them by reason of the Bank appointing such Receiver or for any other reason whatsoever.

18.8 **Bank may exercise**

To the fullest extent permitted by law, all or any of the powers, authorities and discretions which are conferred by this Deed (either expressly or impliedly) upon a Receiver of the Security Assets may be exercised after the security created under this Deed becomes enforceable by the Bank in relation to the whole of such Security Assets or any part of them without first appointing a Receiver of such property or any part of it or notwithstanding the appointment of a Receiver of such property or any part of it.

19. **CHANGE TO CHARGORS**

(a) Each Chargor (other than the Agent) by its execution of this Deed or an Accession Deed irrevocably appoints the Agent (acting through one or more authorised signatories) to act on its behalf as its agent (and the Agent accepts such appointment) and irrevocably authorises:

(i) the Agent on its behalf to supply all information concerning itself contemplated by this Deed to the Bank and to execute on its behalf any Accession Deed or

other deed or agreement notwithstanding that they may affect that Chargor, without further reference to or the consent of that Chargor; and

(ii) the Bank to give any notice, demand or other communication to that Chargor to the Agent,

and in each case the Chargor shall be bound as though the Chargor itself had given the notices and instructions or executed or made the agreements or deeds.

(b) Where the Chargor is a member of a group of companies and/or limited liability partnerships, a company or limited liability partnership may become an Additional Chargor if:

(i) the Bank approves the addition of that proposed Additional Chargor;

(ii) the Agent and the proposed Additional Chargor deliver to the Bank a duly completed and executed Accession Deed; and

(iii) the Bank has received all of the documents and other evidence for its know your customer checks and any corporate authorities required by the Bank in relation to that Additional Chargor, each in form and substance satisfactory to the Bank.

20. EXPENSES AND INDEMNITIES

20.1 Each Chargor shall on demand pay to or reimburse the Bank and any Receiver or other nominee on the basis of a full indemnity on an after tax basis the amount of all commissions, costs (including legal costs and remuneration), charges, losses, liabilities, and expenses and other sums reasonably incurred by the Bank and any Receiver or other nominee in connection with the preservation, enforcement or the attempted preservation or enforcement of any of the Bank's rights under this Deed whether incurred as a result of any act or omission by, or proceedings involving, that Chargor or any third party together with interest on the amount payable in accordance with Clause 2 (*Agreement to pay*).

20.2 Each Chargor shall on demand pay to or fully indemnify the Bank, any Receiver or other nominee on an after-tax basis against all losses, actions, claims, costs (including legal costs), expenses, proceedings, liabilities and expenditure which the Bank may suffer, pay or incur, acting reasonably, in connection with any payment or discharge in respect of the Secured Obligations (whether made by that Chargor or a third party) being impeached or declared void for any reason whatsoever.

20.3 Where, pursuant to Clauses 20.1 or 20.2 above, a sum is paid to the Bank, the relevant Chargor shall, in addition, pay to the Bank in respect of value added tax:

(a) (except where the payment falls within Clause 20.3(b) below), such amount as equals any value added tax charged to the Bank in respect of the matter which gives rise to the payment and which the Bank certifies is not recoverable by it by repayment or credit (such certificate to be conclusive in the absence of manifest error); and

(b) on any reimbursement of or indemnification for any commissions, costs, charges, expenses or other items incurred by the Bank as agent for that Chargor, such amount as equals the amount included in the commissions, costs, charges, expenses or other items in respect of value added tax (and in such a case the Bank shall provide that Chargor with an appropriate tax invoice in respect of such item, naming that Chargor as recipient of the relevant supply).

20.4 Each Chargor agrees that the Bank will not be held responsible for any loss suffered as a result of exercise of or failure to exercise the Bank's rights under this Deed, except in the case of gross negligence or wilful default of the Bank.

21. **SET OFF**

21.1 The Bank may at any time and from time to time without notice (but shall not be obliged to) set off any obligation which is due and payable by a Chargor to the Bank and/or any other member of the Barclays Group against any obligation (whether or not matured) owed by the Bank and/or any other member of the Barclays Group to a Chargor, regardless of the place of payment, booking branch or currency of either obligation.

21.2 If the obligations are in different currencies, the Bank may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set off and if when converted it leaves the Bank with less than the amount due the relevant Chargor must make good the amount of the shortfall on demand.

21.3 The Bank may in its absolute discretion estimate the amount of any liability of a Chargor which is contingent or unascertained and thereafter set off such estimated amount and no amount shall be payable by the Bank to any Chargor unless and until all Secured Obligations have been ascertained and fully repaid or discharged.

22. **TRANSFER AND DISCLOSURE**

22.1 The Bank may at any time sell, assign, novate, securitise or otherwise transfer all or part of its rights and/or obligations in respect of this Deed to any person at any time (a ***Transferee***). Each Chargor consents to the disclosure by the Bank of any information and documentation directly or indirectly concerning this Deed to any prospective or actual Transferee.

22.2 The Bank may disclose any information relevant to this Deed in the Bank's possession relating to each Chargor and the Security Assets to:

(a) any other member or affiliate of the Barclays Group and our or their officers, directors, employees, auditors, partners, consultants and professional advisers;

(b) a government, banking, taxation or other regulatory authority;

(c) any person in connection with a securitisation of all or any part of the Bank's loan assets from time to time;

(d) any person who may otherwise enter into contractual relations with the Bank in relation to this Deed;

(e) any person to whom the Bank is compelled by law or regulation to provide such information;

(f) any rating agency (including its professional advisers) to enable the rating agency to carry out its normal rating activities;

(g) each other Chargor;

(h) any credit reference agency; and

(i) any other obligor in respect of all or part of the Secured Obligations and any affiliate, holding company or subsidiary thereof.

22.3 No Chargor may assign or otherwise transfer any of its rights or obligations under this Deed.

23. FORBEARANCE

No delay or omission on the part of the Bank in exercising any right, power or privilege under this Deed will impair it or be construed as a waiver of it. A single or partial exercise of any right, power or privilege will not in any circumstances preclude any other or further exercise of it or the exercise of any other right, power or privilege.

24. COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which when executed and delivered shall be an original. All such counterparts will together constitute one instrument.

25. NOTICES, COMMUNICATIONS AND DEMANDS

25.1 Any notice, communication or demand under or in connection with this Deed shall be in writing and shall be delivered personally, or by post to the Authorised Address and, if given by the Bank, may be made or given by any manager, officer or agent of the Bank or of any branch of the Bank.

25.2 Any notice, communication or demand made or delivered under or in connection with this Deed to a Chargor or the Agent will only be effective in the case of a letter which is sent by post, in a first-class prepaid letter where available, and is posted before the last collection of letters from the letter box in which it was posted has been made on any day, at 10.00 a.m. on the next succeeding day upon which a delivery of letters is made.

25.3 Any notice to the Bank shall be addressed in writing and sent by post to Barclays Bank PLC of Business Lending Services, PO Box 16276, One Snowhill, Snowhill Queensway, Birmingham, B2 2XE and shall only be effective when actually received by the Bank.

25.4 Any notice, communication or demand made or delivered to the Agent will be deemed to have been made or delivered to each of the Chargors.

25.5 Demands under this Deed may be made from time to time and, at any time, the liabilities and obligations of each Chargor under this Deed may be enforced, irrespective of:

(a) whether any demands, steps or proceedings are being or have been made or taken against any other Chargor and/or any third party; or

(b) whether or in what order any security to which the Bank may be entitled in respect of the Secured Obligations and any other obligations secured under this Deed is enforced.

26. **MISCELLANEOUS PROVISIONS**

26.1 If at any time any one of the provisions of this Deed is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions of this Deed shall not in any way be affected or impaired.

26.2 A person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 or any similar applicable legislation to enforce or to enjoy the benefits of this Deed.

26.3 The consent of any person who is not a party is not required to rescind or vary this Deed or any other agreement entered into under or in connection with it.

26.4 This Deed is intended to take effect as a deed notwithstanding the fact that any party may only execute this Deed under hand.

27. **GOVERNING LAW AND JURISDICTION**

27.1 This Deed and any non-contractual obligations arising from or in connection with it shall be governed by, and construed in accordance with, the laws of England.

27.2 Each party irrevocably submits, for the exclusive benefit of the Bank, to the jurisdiction of the English courts (but without prejudice to the Bank's right to commence proceedings against any party in any other jurisdiction) and irrevocably waives any objection on the ground of venue or inappropriate forum or any similar grounds.

This Deed has been executed as a deed by the Chargors and signed by the Bank and is delivered on the date stated at the beginning of this Deed.

SCHEDULE 1 - THE PARTIES

Name of Chargor	Country of Jurisdiction	Registration Number	Registered Address
Leysdown Bakery Limited	England and Wales	04155959	20-22 Leysdown Road Leysdown Sheerness Kent ME12 4RE
Supreme Bake Ltd	England and Wales	09153287	63 Danes Drive Leysdown-On-Sea Sheerness Kent ME12 4AJ

The Agent

Name of relevant Chargor	Country of Jurisdiction	Registration Number	Registered Address
Leysdown Bakery Limited	England and Wales	04155959	20-22 Leysdown Road Leysdown Sheerness Kent ME12 4RE

SCHEDULE 2 - FORM OF ACCESSION DEED

This Accession Deed is made on: [•]

Between:

(1) **Leysdown Bakery Limited** (incorporated in England and Wales with registered number 04155959) for itself and for the Chargors (the ***Agent***);

(2) [Insert **NAME OF COMPANY/LLP**] (incorporated in [•] with registered number [Insert COMPANY/LLP NUMBER]) of [Insert REGISTERED ADDRESS] (the ***Acceding Chargor***); and

(3) **Barclays Bank PLC** (Company Number 01026167) of 1 Churchill Place, London E14 5HP (the ***Bank***).

Whereas

This Accession Deed is supplemental to a Debenture and Cross Guarantee dated [•] between, inter alia, the Agent, the Chargor(s) (as defined therein) and the Bank (***Debenture and Cross Guarantee***).

It is agreed as follows

1 **DEFINITIONS AND INTERPRETATION**

(a) Definitions

Save to the extent otherwise defined in this Accession Deed, terms defined in the Debenture and Cross Guarantee have the same meaning when used in this Accession Deed.

(b) Interpretation and other provisions

(i) Clauses 1.2 (*Interpretation*) and 26 (*Miscellaneous Provisions*) of the Debenture and Cross Guarantee are incorporated in this Accession Deed as if they were set out in full in this Accession Deed, but so that references in those Clauses to this Accession Deed shall be construed as references to this Accession Deed.

(ii) All the provisions contained in the Debenture and Cross Guarantee in relation to the security created by it and all the powers and rights conferred on the Bank and any Receiver in relation to the security created by the Debenture and Cross Guarantee shall extend and apply to the security created by this Accession Deed.

(iii) The Debenture and Cross Guarantee and Accession Deed shall be read together and construed as one instrument.

2 **ACCESSION OF ACCEDING CHARGOR**

The Acceding Chargor agrees to be a Chargor for the purposes of the Debenture and Cross Guarantee with immediate effect and agrees to be bound by all of the terms of the Debenture and Cross Guarantee as if it had originally been a party to it.

3 ***AGREEMENT TO PAY***

(a) The Acceding Chargor, as primary obligor and not merely as surety covenants with the Bank that it will pay and discharge on demand the Secured Obligations on the date(s) on which such Secured Obligations are expressed to become due or apply and in the manner provided for in the document under which liability for such Secured Obligations arises.

(b) The Acceding Chargor unconditionally and irrevocably:

(i) guarantees to the Bank punctual performance of all of each other Chargor's payment obligations to the Bank;

(ii) undertakes to the Bank that whenever another Chargor does not pay any part of the Secured Obligations when due to the Bank, it shall immediately on demand pay that amount (in whatever currency denominated) as if it was the principal obligor; and

(iii) agrees with the Bank that if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation, indemnify the Bank immediately on demand against any cost, claims, charges, expenses, losses or liability it incurs as a result of another Chargor not paying any of part of the Secured Obligations which would, but for such unenforceability, invalidity or illegality, have been payable by it on the date when it would have been due. The amount payable by the Acceding Chargor under this indemnity (meaning for the avoidance of doubt, that the Acceding Chargor is required to fully reimburse the Bank) will not exceed the amount it would have had to pay under this Accession Deed and/or the Debenture and Cross Guarantee if the amount claimed had been recoverable on the basis of a guarantee.

(c) The covenants and obligations contained in this Clause 3 are given subject to, and with the benefit of, the provisions set out in Schedule 3 (*Waiver of Defences and Deferral of Rights*) of the Debenture and Cross Guarantee by the Acceding Chargor jointly and severally with each other Chargor.

4 **CHARGES**

(a) **General**

All security created by the Acceding Chargor under this Clause 4 is:

(i) continuing security for the payment and discharge of the Secured Obligations;

(ii) granted with full title guarantee;

(iii) granted in respect of all the right, title and interest (if any), present and future of the Acceding Chargor in and to the relevant Security Asset; and

(iv) granted in favour of the Bank.

(b) **Fixed charges**

The Acceding Chargor charges by way of first fixed charge:

(i) all Land in England and Wales now vested in it and not registered at the Land Registry;

(ii) all Land in England and Wales now vested in it and registered at the Land Registry;

(iii) all other Land which is now, or in the future becomes, its property;

(iv) (to the extent that they are not Land) all plant, machinery, computers, vehicles, office or other equipment now or in the future owned by it and its interest in any plant, machinery, computers, vehicles, office or other equipment in its possession (but excluding any for the time being part of its stock-in-trade or work-in-progress) and the benefit of all contracts, licences and warranties relating to them;

(v) (to the extent not validly and effectively assigned pursuant to Clause (c)(i) (*Assignment*) below) all Rental Income and the benefit to the Acceding Chargor of all other rights and claims to which Acceding Chargor is now or may in the future become entitled in relation to the Land including (but not limited to) all rights and claims of the Acceding Chargor against all persons who now are or have been or may become lessees, sub-lessees, licensees or occupiers of any Land and all chargors and sureties for the obligations of such persons;

(vi) all Securities;

(vii) the Insurance Contracts together with all rights and interest in the Insurance Contracts (including the benefit of all claims arising and, to the extent not validly and effectively assigned pursuant to Clause (c)(vii) (*Assignment*) below, all monies payable under them);

(viii) all of its present and future goodwill;

(ix) all of its present and future uncalled capital;

(x) all of its present and future Intellectual Property Rights;

(xi) all trade secrets, confidential information and know-how owned or enjoyed by it now or in the future in any part of the world;

(xii) all other debts now or in the future owing to it save for those arising on fluctuating accounts with associates (as defined in section 345 of the Companies Act 2006);

(xiii) all of its present and future right, title, benefit and interest in and to each Fixed Charge Account and each related Deposit; and

(xiv) the benefit of all instruments, guarantees, charges, pledges and other rights now or in the future available to it as security in respect of any Asset itself subject to a fixed charge in favour of the Bank.

(c) **Assignment**

The Acceding Chargor assigns and agrees to assign all of its right, title, estate and other interests in and to:

(i) the Rental Income and the benefit to the Acceding Chargor of all other rights and claims to which the Acceding Chargor is now or may in the future become entitled in relation to the Land including (but not limited to) all rights and claims of the Acceding Chargor against all persons who now are or have been or may become lessees, sub-lessees, licensees or occupiers of any Land and all chargors and sureties for the obligations of such persons;

(ii) the benefit of all guarantees, warranties and representations given or made by and any rights or remedies against all or any professional advisors now or at any time engaged by the Acceding Chargor in relation to any Land and the manufacturers, suppliers or installers of all plant, machinery, fixtures, fittings and other equipment now or from time to time in the buildings erected or to be erected on any Land and any other person, firm or company now or from time to time under contract with or under a duty to the Acceding Chargor and the benefit of all sums recovered in any proceedings against all or any of such persons;

(iii) the benefit of all Property Agreements and the proceeds of any claim, award or judgement arising out of any Property Agreement and all sums paid or payable to the Acceding Chargor under or in respect of any Property Agreement;

(iv) each Assigned Account and each related Deposit;

(v) (to the extent that any Intellectual Property Rights are not capable of being charged pursuant to Clause 4(b) (*Fixed charges*), whether by reason of lack of any third party consent which is required, or otherwise) its right, title and interest (if any) in and to any and all damages, compensation, remuneration, profit, rent, fees, royalties or income which it may derive from such Intellectual Property Rights or be awarded or entitled to in respect of such Intellectual Property Rights; and

(vi) any sums payable to it pursuant to any Insurance Contract,

provided that nothing in this Clause 4(c) shall constitute the Bank as a mortgagee in possession.

(d) **Floating charge**

(i) The Acceding Chargor charges by way of first floating charge all its present and future undertaking and Assets of whatever type and wherever located.

(ii) The floating charge created by the Acceding Chargor under Clause 4(d)(i) above shall be deferred in point of priority to all other security or security interests created under or pursuant to this Accession Deed.

(iii) The floating charge created by the Acceding Chargor under Clause 4(d)(i) above is a "qualifying floating charge" for the purposes of paragraph 14(2)(a) of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 of the Enterprise Act 2002). Paragraph 14 of Schedule B1 of the Insolvency Act 1986 shall apply to this Accession Deed.

(e) **Attorney**

The Acceding Chargor, by way of security, irrevocably and severally appoints the Bank (and any Receiver appointed under this Accession Deed) to be its attorney in accordance with the provisions of Clause 13 (*Further Assurances*) of the Debenture and Cross Guarantee. The Acceding Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this Clause 4(e).

5 **REPRESENTATIONS**

The Acceding Chargor makes the representations set out in Clause 3.8 (*Representations and Warranties*) of the Debenture and Cross Guarantee on the date of this Accession Deed.

6 **CONSENT OF EXISTING CHARGORS**

The Chargors, acting by the Agent, agree to the terms of this Accession Deed and agree that its execution will in no way prejudice or affect any security granted by any of them by or under the Debenture and Cross Guarantee.

7 **NEGATIVE PLEDGE**

(a) The Acceding Chargor shall not, without the prior written consent of the Bank:

(i) create, agree to create or permit to exist any trust, interest or Security Interest (howsoever ranking in point of priority) of any nature whatsoever (including such as arises by operation of law or any enactment) in, over or affecting all or any part of its Security Assets; or

(ii) subject to Clause 7(b) below, part with, grant or enter into a lease of, sell, transfer, assign or otherwise dispose of (including by way of declaration of trust) all or any part of its Security Assets or any interest in them or agree to do so.

(b) The Acceding Chargor undertakes to the Bank that, save as expressly permitted by the Bank in writing, it will not:

(i) create any mortgage or any fixed or floating charge or other security over any of the Floating Charge Assets (whether having priority over, or ranking *pari passu* with or subject to, the floating charges created by this Accession Deed and the Debenture and Cross Guarantee); or

(ii) sell, transfer, part with or dispose of any of the Floating Charge Assets except by way of sale in the ordinary course of business.

8 **IMPLIED COVENANTS OF TITLE**

The covenants set out in sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to paragraphs (b) to (d) of Clause 4 (*Charges*) above. It shall be implied in respect of paragraphs (b) to (d) of Clause 4 (*Charges*) above that the Acceding Chargor is disposing of the Security Assets free from all charges and encumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment).

9 **OWNERSHIP**

The Acceding Chargor is the legal and beneficial owner of, and has good and marketable title to, its Security Assets, in each case, free from security (other than that created by or pursuant to this Accession Deed) and restrictions and onerous covenants.

10 **DELIVERY OF DOCUMENTS OF TITLE AND REGISTRATION**

(a) The Acceding Chargor shall, on the date of this Accession Deed deliver (or procure delivery) to the Bank of, and the Bank shall be entitled to hold and retain during the Security Period, all deeds, certificates and other documents of title relating to the property charged pursuant to this Accession Deed (including any lease or licences relating to it) where originals thereof are not required to be registered.

(b) The Acceding Chargor shall, at any time as required by the Bank, execute and deliver to the Bank any documents and transfers to constitute or perfect an equitable or legal charge or a pledge (at the Bank's option) over any Securities, including uncertificated Securities within any clearing, transfer, settlement and/or depository system, and give any instructions and take any actions the Bank may require to achieve this.

(c) The Acceding Chargor shall, if requested by the Bank, execute all such documents and do all acts that the Bank may reasonably require to record the interest of the Bank in any registers relating to any registered Intellectual Property Rights.

(d) The Acceding Chargor undertakes to make or procure that there is made a due application to the Land Registry in respect of any Land that is registered land (with the Acceding Chargor's consent as proprietor of the relevant registered estate):

(i) to enter a restriction in the following terms on the relevant register of title:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge in the accession deed dated [ ] in favour of [name of chargee] as referred to in the charges register or their conveyancer"; and

(ii) to enter an obligation to make further advances on the relevant register of title.

(e) The Acceding Chargor certifies to the Land Registry that the Security Interest created under or pursuant to this Accession Deed does not contravene any of the provisions of the memorandum or articles of association or other constitutive documents of the Acceding Chargor.

(f) The Acceding Chargor shall, if requested by the Bank, execute and deliver to the provider of any Insurance Contracts such notices and other documents as the Bank may reasonably require in relation to the assignment by way of security.

(g) The Acceding Chargor undertakes not to amend, vary or waive the terms and conditions relating to any Insurance Contract without the prior written consent of the Bank.

11 **CONTINUING SECURITY**

The security constituted by this Accession Deed shall be continuing, is made for securing further advances and will extend to the ultimate balance of the Secured Obligations, regardless of any intermediate payment or discharge in whole or in part.

12 **COUNTERPARTS**

This Accession Deed may be executed in any number of counterparts, each of which when executed and delivered shall be an original. All such counterparts will together constitute one instrument.

13 **GOVERNING LAW AND JURISDICTION**

Clause 27 (*Governing law and jurisdiction*) of the Debenture and Cross Guarantee shall be incorporated in this Accession Deed as if set out in full in this Accession Deed but so that references in that Clause to "this Deed" shall be construed as references to this Accession Deed.

14 **[SERVICE OF PROCESS**

(a) The Civil Procedure Rules regarding service and deemed service will not apply to any letter or other communication notifying a claim or serving legal proceedings under or in connection with the Debenture and Cross Guarantee or this Accession Deed, which shall instead be served in accordance with Clause 25 (*Notices, Communications and Demands*) of the Debenture and Cross Guarantee and/or this Clause 14.

(b) Without prejudice to any other mode of service allowed under the Debenture and Cross Guarantee or this Accession Deed, the Acceding Chargor:

(i) irrevocably appoints the Agent (the ***Process Agent***) as its agent for service of process in relation to any proceedings before the English courts in connection with the Debenture and Cross Guarantee and this Accession Deed (and the Agent by its execution of this Accession Deed, accepts that appointment); and

(ii) agrees that failure by an agent for service of process to notify the Acceding Chargor of the process will not invalidate the proceedings concerned.

(c) If the Process Agent is unable for any reason to act as agent for service of process, the Acceding Chargor must immediately (and in any event within 7 days of such event taking place) appoint another agent on terms acceptable to the Bank. Failing this, the Bank may appoint another agent for this purpose.

(d) The Acceding Chargor expressly agrees and consents to the provisions of this Clause 14.][1]

You are <u>strongly recommended</u> to seek independent legal advice <u>before</u> signing.

This Accession Deed has been executed as a deed by the Acceding Chargor and the Agent and signed by the Bank and is delivered on the date stated at the beginning of this Accession Deed.

*[***Execution blocks for Barclays Bank PLC, the Agent and Acceding Chargor to be inserted***]*

[1] To be inserted if the Acceding Chargor is incorporated in a jurisdiction other than England and Wales

SCHEDULE 3 - WAIVER OF DEFENCES AND DEFERRAL OF RIGHTS

1 **Continuing Security**

(a) The liability of each Chargor shall not be discharged or impaired in any way (i) by reason of the invalidity, avoidability, voidability or unenforceability as regards any other of those persons or entities to this Deed or (ii) by the Bank releasing, discharging, compounding with or varying the liability hereunder of, or making any other arrangement with, any other of those persons or entities or (iii) any change in the constitution of any other of those persons or entities.

(b) The security and guarantee constituted by this Deed shall be a continuing security and a continuing guarantee and shall extend to the ultimate balance of the Secured Obligations and to the performance in full of any and all obligations secured and guaranteed under this Deed, regardless of any intermediate payment or discharge in whole or in part.

(c) If this Deed ceases to continue in force, the Bank may open a new account, or continue any existing account, for each Chargor and the liability of that Chargor in respect of the Secured Obligations at the date on which this Deed ceases shall remain regardless of any payments in or out of any such account.

(d) If any discharge, release or arrangement (whether in respect of the obligations of any Chargor or any Security for those obligations or otherwise) is made by the Bank in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, bankruptcy, liquidation, administration or analogous procedure or otherwise, without limitation, then the liability of each Chargor under this Deed will continue or be reinstated as if the discharge, release or arrangement had not occurred.

(e) The security and guarantee constituted by this Deed may be discontinued and the liability under it crystallised at the expiration of three months after receipt by the Bank from a Chargor of notice in writing to discontinue it (the ***Notice Period***). The amounts payable on crystallisation will include:

(i) all commitments of a Chargor that may become actual liabilities in the future;

(ii) all liabilities of a Chargor incurred during the Notice Period; and

(iii) any interest, fees and other charges which any Chargor owes the Bank at the end of the Notice Period but which are not actually charged to any Chargors' account until later.

(f) If any discharge, release or arrangement (whether in respect of the obligations of any Chargor or any Security for those obligations or otherwise) is made by the Bank in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or

analogous procedure or otherwise, without limitation, then the liability of any Chargor under this Deed will continue or be reinstated as if the discharge, release or arrangement had not occurred.

2 **Waiver of Defences**

(a) None of the liabilities or obligations of any Chargor under the security and guarantee constituted by this Deed shall be impaired by the Bank:

(i) agreeing any amendment, variation, restatement, assignment, novation or departure (however substantial or material) of, to or from any document so that any such amendment, variation, restatement, assignment, novation or departure (including any which may have been made before the signing of this Deed) shall, whatever its nature, be binding upon each Chargor in all circumstances, notwithstanding that it may increase or otherwise affect the liability of any Chargor;

(ii) releasing or granting any time or any indulgence of any (including, without limitation, the waiver of any preconditions for drawing under, or of any breach of, any document), or entering into any transaction or arrangements whatsoever with or in relation to any Chargor and/or any third party;

(iii) taking, accepting, varying, dealing with, enforcing, abstaining from enforcing, surrendering or releasing any security, right of recourse, set off or combination or other right or interest held by the Bank for the Secured Obligations and any other obligations secured and guaranteed under this Deed in such manner as the Bank thinks fit;

(iv) claiming, proving for, accepting or transferring any payment in respect of the Secured Obligations and any other obligations secured and guaranteed under this Deed in any composition by, or winding up of, any principal obligor and/or any third party or abstaining from so claiming, proving for, accepting or transferring; or

(v) amalgamating with any other company or person whether the new company thus formed shall or shall not differ in its name, objects, character and constitution from the Bank, it being the intent that this Deed shall remain valid and effectual in all respects and for all purposes in favour of and with reference to any such new company when formed, and may be proceeded on and enforced in the same manner to all intents and purposes as if such new company had been expressly named in and referred to herein instead of the Bank.

(b) Each Chargor expressly confirms that it intends that the security and guarantee constituted by this Deed shall extend from time to time to any (however fundamental) variation, renewal, replacement, refinancing, increase, extension or addition of or to any of documents and/or any facility or amount made available

under any of the documents including, without limitation, any variation or extension of the purposes for which any facility or amount might be made available from time to time and any fees, costs and/or expenses associated with the foregoing.

3 **No deductions**

All amounts payable under the security and guarantee constituted by this Deed shall be made in full without any deduction or withholding whatsoever (whether in respect of set off, counterclaim, duties, taxes, charges or otherwise) unless such deduction or withholding is required by law, in which event the relevant Chargor shall pay the Bank an additional amount so that the net amount received by the Bank will equal the full amount which the Bank would have received had no such deduction or withholding been made.

4 **Preservation of the rights of the Beneficiary**

The security and guarantee constituted by this Deed is to be in addition to and is not to prejudice or be prejudiced by any other guarantee or security (including any other guarantee or security signed by a Chargor which the Bank may hold now or in the future). Each Chargor will remain liable under the security and guarantee constituted by this Deed whether or not any other guarantee or security is valid and enforceable or continues in force.

If the Bank receives any payment or security from a Chargor or any other person and the Bank is later ordered under insolvency laws to restore the position to what it would have been had it not received that payment or security, each Chargor will be liable as if the Bank had never received the payment or security.

5 **Suspense account**

The Bank may at any time and for such time as it thinks fit place and keep any amounts received, recovered or realised under the security and guarantee constituted by this Deed or under such other guarantee or security, to the credit of an account of a Chargor or of such other person (if any) as the Bank thinks fit (without liability to pay interest thereon), and the Bank is not obliged to apply any amount so received in or towards the discharge of the Secured Obligations.

6 **Deferral of Rights**

(a) Until the end of the Security Period, a Chargor will not exercise any rights which it may have by reason of performance by it of its obligations under this Deed:

(i) to be indemnified by a Chargor or in respect of any other person;

(ii) to claim any contribution from any guarantor or other person in respect of the Secured Obligations;

(iii) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Bank under any document

or of any guarantee or Security taken pursuant to, or in connection with, the Secured Obligations by the Bank;

(iv) to bring legal or other proceedings for an order requiring a Chargor or any other person to make any payment, or perform any obligation, in respect of which a Chargor or any other person has given a guarantee, undertaking or indemnity;

(v) to exercise any right of set-off against any Chargor or any other person; and/or

(vi) to claim or prove as a creditor of any Chargor or other person in competition with the Bank.

(b) If a Chargor receives any benefit, payment or distribution in relation to such rights, it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Bank by the Chargors to be repaid in full on trust for the Bank and shall promptly pay or transfer the same to the Bank or as the Bank may direct for application.

SCHEDULE 4 - FORM OF NOTICE OF SECURITY TO ACCOUNT BANK

To: Account *Bank/other financial institution*

Date: [ ]

Dear Sirs,

We give you notice that, by a debenture and cross guarantee dated [•] (***Debenture and Cross Guarantee***) we have assigned to **Barclays Bank PLC** (the ***Bank***) all of our right, title and interest in and to the accounts listed below maintained with your [*Account Bank/other financial institution*] (including any renewal, redesignation, replacement, subdivision or subaccount of such accounts) and the debt or debts represented thereby:

Account Name: [•]

Sort Code: [•]

Account No.: [•]

[*repeat list as necessary*]

(the ***Accounts***)

We irrevocably instruct and authorise you to disclose to the Bank without any reference to or further authority from us and without any inquiry by you as to the justification for such disclosure, such information relating to the Accounts maintained with you from time to time as the Bank may request you to disclose to it.

With effect from the date of your receipt of this notice:

(a) any existing payment instructions affecting the above Accounts are to be terminated and all payments and communications in respect of the Accounts should be made to the Bank or to its order (with a copy to us); and

(b) all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the Accounts belong to the Bank.

This letter and all non-contractual obligations arising out of or in connection with it are governed by, and will be construed in accordance with, the laws of England and Wales.

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning it to the Bank at [•] marked for the attention of [•].

Yours faithfully

: .....

for and on behalf of

[*Enter Chargor Name*]

(Repeat additional signature blocks as required)

Form of Acknowledgement of Notice
of Assignment by Account Bank

To: Barclays Bank PLC (the **Bank**)

Date: [•]

Dear Sirs

We confirm receipt from [*Enter Chargors Names*] (the ***Assignors***) of a notice dated [•] of an assignment upon the terms of a Debenture and Cross Guarantee dated [•] of all of each Assignor's right, title and interest in and to, and all monies (including interest) from time to time standing to the credit of the following accounts which are maintained with us and the debt or debts represented thereby:

[*List relevant accounts here*]

(the ***Accounts***).

We confirm that the balance standing to the Accounts at today's date is [•], no fees or periodic charges are payable in respect of the Accounts and there are no restrictions on (a) the payment of the credit balance on the Accounts (except, in the case of a time deposit, the expiry of the relevant period) or (b) the creation of Security over the Accounts in favour of the Bank or any third party.

We unconditionally and irrevocably waive all rights of set-off, lien, combination or consolidation of accounts and security in respect of any Accounts and similar rights (however described) which we may have now or in the future in respect of each of the Accounts or the balance thereon to the extent that such rights relate to amounts owed to us by the Assignors.

We confirm that we have not received notice of the interest of any third party in any of the Accounts and will not, without the Bank's prior written consent, amend or vary any rights attaching to the Accounts.

We will act only in accordance with the instructions given by persons authorised by the Bank and we shall send all statements and other notices given by us relating to the Accounts to the Bank.

This letter and all non-contractual obligations arising out of or in connection with it are to be governed by, and will be construed in accordance with, English law.

Yours faithfully,

.....

for and on behalf of

[*Account Bank/other financial institution*]

EXECUTION PAGES

For and on behalf of Barclays Bank PLC

Paul Jury
Director of Lending Operations

The Chargors:

EXECUTED as a **DEED** by **Leysdown Bakery Limited** acting by two directors/a director and its secretary

Signature of Director

MR KEITH BOYCE

Name of Director (in BLOCK CAPITALS)

Signature of Director/Secretary

MRS Karen Boyce

Name of Director/Secretary (in BLOCK CAPITALS)

EXECUTED as a **DEED** by **Supreme Bake Ltd** acting by two directors/a director and its secretary

[redacted]

Signature of Director

MR KEITH BOYCE X

Name of Director (in BLOCK CAPITALS)

[redacted] X

Signature of Director/Secretary

Tommy Boyce X

Name of Director/Secretary (in BLOCK CAPITALS)

The Agent:

EXECUTED as a **DEED** by **Leysdown Bakery Limited** acting by two directors/a director and its secretary

[redacted]

~~Signature of Director~~

MR KEITH BOYCE X

Name of Director (in BLOCK CAPITALS)

[redacted] X

Signature of Director/Secretary

MRS KAREN BOYCE X

Name of Director/Secretary (in BLOCK CAPITALS)

Companies House

CS01 (ef)

Confirmation Statement

Company Name: **LEYSDOWN BAKERY LIMITED**
Company Number: **04155959**

Received for filing in Electronic Format on the: **14/02/2019**

X7Z9PM2W

Company Name: **LEYSDOWN BAKERY LIMITED**

Company Number: **04155959**

Confirmation Statement date: **07/02/2019**

Confirmation Statement

I confirm that all information required to be delivered by the company to the registrar in relation to the confirmation period concerned either has been delivered or is being delivered at the same time as the confirmation statement

Authorisation

Authenticated

This form was authorised by one of the following:

Director, Secretary, Person Authorised, Charity Commission Receiver and Manager, CIC Manager, Judicial Factor

Registered number: 4155959

LEYSDOWN BAKERY LIMITED

UNAUDITED

FINANCIAL STATEMENTS

INFORMATION FOR FILING WITH THE REGISTRAR

FOR THE YEAR ENDED 31 MARCH 2018

WEDNESDAY

A7CV1TT5

A19 22/08/2018 #38

COMPANIES HOUSE

LEYSDOWN BAKERY LIMITED
REGISTERED NUMBER: 4155959

BALANCE SHEET
AS AT 31 MARCH 2018

	Note		2018 £		*2017 £*
Fixed assets					
Tangible assets	4		**292,091**		*297,103*
			292,091		*297,103*
Current assets					
Stocks	5	**4,100**		*3,750*	
Debtors	6	**12,721**		*34,879*	
Cash at bank and in hand	7	**120,494**		*23,550*	
		137,315		*62,179*	
Creditors: amounts falling due within one year	8	**(69,659)**		*(55,383)*	
Net current assets			**67,656**		*6,796*
Total assets less current liabilities			**359,747**		*303,899*
Creditors: amounts falling due after more than one year	9		**(132,575)**		*(146,020)*
Provisions for liabilities					
Deferred tax	13	**(6,015)**		*(7,021)*	
			(6,015)		*(7,021)*
Net assets			**221,157**		*150,858*
Capital and reserves					
Called up share capital			**100**		*10*
Profit and loss account			**221,057**		*150,848*
			221,157		*150,858*

The director considers that the Company is entitled to exemption from audit under section 477 of the Companies Act 2006 and members have not required the Company to obtain an audit for the year in question in accordance with section 476 of Companies Act 2006.

The director acknowledges his responsibilities for complying with the requirements of the Companies Act 2006 with respect to accounting records and the preparation of financial statements.

The Company's financial statements have been prepared in accordance with the provisions applicable to companies subject to the small companies regime.

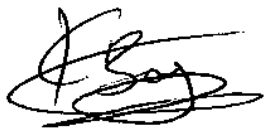
The financial statements have been delivered in accordance with the provisions applicable to companies subject to the small companies regime.

BALANCE SHEET (CONTINUED)
AS AT 31 MARCH 2018

The Company has opted not to file the profit and loss account in accordance with provisions applicable to companies subject to the small companies' regime.

The financial statements were approved and authorised for issue by the board and were signed on its behalf on 3 August 2018.

Mr Keith Boyce
Director



The notes on pages 5 to 14 form part of these financial statements.

STATEMENT OF CHANGES IN EQUITY
FOR THE YEAR ENDED 31 MARCH 2018

	Called up share capital	Profit and loss account	Total equity
	£	£	£
At 1 April 2017	10	150,848	150,858
Comprehensive income for the year			
Profit for the year	-	149,209	149,209
Other comprehensive income for the year	-	-	-
Total comprehensive income for the year	-	149,209	149,209
Dividends: Equity capital	-	(79,000)	(79,000)
Shares issued during the year	90	-	90
Total transactions with owners	90	(79,000)	(78,910)
At 31 March 2018	100	221,057	221,157

The notes on pages 5 to 14 form part of these financial statements.

STATEMENT OF CHANGES IN EQUITY
FOR THE YEAR ENDED 31 MARCH 2017

	Called up share capital	Profit and loss account	Total equity
	£	£	£
At 1 April 2016	**10**	**136,974**	**136,984**
Comprehensive income for the year			
Profit for the year	**-**	**67,874**	**67,874**
Other comprehensive income for the year	**-**	-	-
Total comprehensive income for the year	**-**	**67,874**	**67,874**
Dividends: Equity capital	**-**	**(54,000)**	**(54,000)**
Total transactions with owners	**-**	**(54,000)**	**(54,000)**
At 31 March 2017	**10**	**150,848**	**150,858**

The notes on pages 5 to 14 form part of these financial statements.

NOTES TO THE FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 MARCH 2018

1. General information

the company is a private limited by shares. The registered office is in England at 20-22 Leysdown Road, Leysdown, Kent ME12 4RE. the company's registration number is 4155959. The company trading activity is that os a bakery retail and wholesale.

2. Accounting policies

2.1 Basis of preparation of financial statements

The financial statements have been prepared under the historical cost convention unless otherwise specified within these accounting policies and in accordance with Financial Reporting Standard 102, the Financial Reporting Standard applicable in the UK and the Republic of Ireland and the Companies Act 2006.

The preparation of financial statements in compliance with FRS 102 requires the use of certain critical accounting estimates. It also requires management to exercise judgment in applying the Company's accounting policies.

The following principal accounting policies have been applied:

2.2 Revenue

Revenue is recognised to the extent that it is probable that the economic benefits will flow to the Company and the revenue can be reliably measured. Revenue is measured as the fair value of the consideration received or receivable, excluding discounts, rebates, value added tax and other sales taxes. The following criteria must also be met before revenue is recognised:

Sale of goods

Revenue from the sale of goods is recognised when all of the following conditions are satisfied:

- the Company has transferred the significant risks and rewards of ownership to the buyer;
- the Company retains neither continuing managerial involvement to the degree usually associated with ownership nor effective control over the goods sold;
- the amount of revenue can be measured reliably;
- it is probable that the Company will receive the consideration due under the transaction; and
- the costs incurred or to be incurred in respect of the transaction can be measured reliably.

Rendering of services

Revenue from a contract to provide services is recognised in the period in which the services are provided in accordance with the stage of completion of the contract when all of the following conditions are satisfied:

- the amount of revenue can be measured reliably;
- it is probable that the Company will receive the consideration due under the contract;
- the stage of completion of the contract at the end of the reporting period can be measured reliably; and
- the costs incurred and the costs to complete the contract can be measured reliably.

2. Accounting policies (continued)

2.3 Operating leases: the Company as lessee

Rentals paid under operating leases are charged to the Profit and loss account on a straight line basis over the lease term.

Benefits received and receivable as an incentive to sign an operating lease are recognised on a straight line basis over the lease term, unless another systematic basis is representative of the time pattern of the lessee's benefit from the use of the leased asset.

The Company has taken advantage of the optional exemption available on transition to FRS 102 which allows lease incentives on leases entered into before the date of transition to the standard 01 April 2016 to continue to be charged over the period to the first market rent review rather than the term of the lease.

2.4 Finance costs

Finance costs are charged to the Profit and loss account over the term of the debt using the effective interest method so that the amount charged is at a constant rate on the carrying amount. Issue costs are initially recognised as a reduction in the proceeds of the associated capital instrument.

2.5 Borrowing costs

All borrowing costs are recognised in the Profit and loss account in the year in which they are incurred.

2.6 Pensions

Defined contribution pension plan

The Company operates a defined contribution plan for its employees. A defined contribution plan is a pension plan under which the Company pays fixed contributions into a separate entity. Once the contributions have been paid the Company has no further payment obligations.

The contributions are recognised as an expense in the Profit and loss account when they fall due. Amounts not paid are shown in accruals as a liability in the Balance sheet. The assets of the plan are held separately from the Company in independently administered funds.

2. Accounting policies (continued)

2.7 Current and deferred taxation

The tax expense for the year comprises current and deferred tax. Tax is recognised in the Profit and loss account, except that a charge attributable to an item of income and expense recognised as other comprehensive income or to an item recognised directly in equity is also recognised in other comprehensive income or directly in equity respectively.

The current income tax charge is calculated on the basis of tax rates and laws that have been enacted or substantively enacted by the balance sheet date in the countries where the Company operates and generates income.

Deferred tax balances are recognised in respect of all timing differences that have originated but not reversed by the Balance sheet date, except that:

- The recognition of deferred tax assets is limited to the extent that it is probable that they will be recovered against the reversal of deferred tax liabilities or other future taxable profits; and
- Any deferred tax balances are reversed if and when all conditions for retaining associated tax allowances have been met.

Deferred tax balances are not recognised in respect of permanent differences except in respect of business combinations, when deferred tax is recognised on the differences between the fair values of assets acquired and the future tax deductions available for them and the differences between the fair values of liabilities acquired and the amount that will be assessed for tax. Deferred tax is determined using tax rates and laws that have been enacted or substantively enacted by the balance sheet date.

2.8 Tangible fixed assets

Tangible fixed assets under the cost model are stated at historical cost less accumulated depreciation and any accumulated impairment losses. Historical cost includes expenditure that is directly attributable to bringing the asset to the location and condition necessary for it to be capable of operating in the manner intended by management.

Depreciation is charged so as to allocate the cost of assets less their residual value over their estimated useful lives, on a reducing balance basis.

Depreciation is provided on the following basis:

Freehold property	-	Not depreciated
Long-term leasehold property	-	Over the years of the lease
Plant and machinery	-	25% reducing balance method
Motor vehicles	-	25% reducing balance method
Fixtures and fittings	-	25% reducing balance method
Office equipment	-	25% reducing balance method

The assets' residual values, useful lives and depreciation methods are reviewed, and adjusted prospectively if appropriate, or if there is an indication of a significant change since the last reporting date.

Gains and losses on disposals are determined by comparing the proceeds with the carrying amount and are recognised in the Profit and loss account.

2. Accounting policies (continued)

2.9 Stocks

Stocks are stated at the lower of cost and net realisable value, being the estimated selling price less costs to complete and sell. Cost is based on the cost of purchase on a net realisable valuebasis. Work in progress and finished goods include labour and attributable overheads.

At each balance sheet date, stocks are assessed for impairment. If stock is impaired, the carrying amount is reduced to its selling price less costs to complete and sell. The impairment loss is recognised immediately in profit or loss.

2.10 Debtors

Short term debtors are measured at transaction price, less any impairment. Loans receivable are measured initially at fair value, net of transaction costs, and are measured subsequently at amortised cost using the effective interest method, less any impairment.

2.11 Cash and cash equivalents

Cash is represented by cash in hand and deposits with financial institutions repayable without penalty on notice of not more than 24 hours. Cash equivalents are highly liquid investments that mature in no more than three months from the date of acquisition and that are readily convertible to known amounts of cash with insignificant risk of change in value.

2.12 Creditors

Short term creditors are measured at the transaction price. Other financial liabilities, including bank loans, are measured initially at fair value, net of transaction costs, and are measured subsequently at amortised cost using the effective interest method.

2.13 Provisions for liabilities

Provisions are made where an event has taken place that gives the Company a legal or constructive obligation that probably requires settlement by a transfer of economic benefit, and a reliable estimate can be made of the amount of the obligation.

Provisions are charged as an expense to the Profit and loss account in the year that the Company becomes aware of the obligation, and are measured at the best estimate at the Balance sheet date of the expenditure required to settle the obligation, taking into account relevant risks and uncertainties.

When payments are eventually made, they are charged to the provision carried in the Balance sheet.

2.14 Financial instruments

The Company only enters into basic financial instrument transactions that result in the recognition of financial assets and liabilities like trade and other debtors and creditors, loans from banks and other third parties, loans to related parties and investments in non-puttable ordinary shares.

2. Accounting policies (continued)

2.15 Dividends

Equity dividends are recognised when they become legally payable. Interim equity dividends are recognised when paid. Final equity dividends are recognised when approved by the shareholders at an annual general meeting.

3. Employees

Staff costs, including director's remuneration, were as follows:

The average monthly number of employees, including the director, during the year was as follows:

	2018 No.	*2017* *No.*
Sales & Bakers	**25**	*25*

4. Tangible fixed assets

	Freehold property £	Long-term leasehold property £	Plant and machinery £	Motor vehicles £	Fixtures and fittings £
Cost or valuation					
At 1 April 2017	**255,660**	**4,840**	**87,869**	**16,804**	**2,000**
Additions	**-**	**-**	**6,694**	**-**	**-**
At 31 March 2018	**255,660**	**4,840**	**94,563**	**16,804**	**2,000**
Depreciation					
At 1 April 2017	-	**2,371**	**58,289**	**7,880**	**1,644**
Charge for the year on owned assets	-	**353**	**9,006**	**2,231**	**89**
At 31 March 2018	**-**	**2,724**	**67,295**	**10,111**	**1,733**
Net book value					
At 31 March 2018	**255,660**	**2,116**	**27,268**	**6,693**	**267**
At 31 March 2017	*255,660*	*2,469*	*29,581*	*8,924*	*356*

4. Tangible fixed assets (continued)

	Office equipment £	Total £
Cost or valuation		
At 1 April 2017	**2,385**	**369,558**
Additions	**-**	**6,694**
At 31 March 2018	**2,385**	**376,252**
Depreciation		
At 1 April 2017	**2,272**	**72,456**
Charge for the year on owned assets	**28**	**11,707**
At 31 March 2018	**2,300**	**84,163**
Net book value		
At 31 March 2018	**85**	**292,089**
At 31 March 2017	*113*	*297,103*

The net book value of land and buildings may be further analysed as follows:

	2018 £	*2017 £*
Freehold	**255,660**	*255,660*
Long leasehold	**2,116**	*2,469*
	257,776	*258,129*

The net book value of assets held under finance leases or hire purchase contracts, included above, are as follows:

	2018 £	*2017 £*
Motor vehicles	**6,346**	*8,463*
	6,346	*8,463*

4. Tangible fixed assets (continued)

5. Stocks

	2018 £	2017 £
Raw materials and consumables	**4,100**	*3,750*
	4,100	*3,750*

6. Debtors

	2018 £	2017 £
Due after more than one year		
Amounts owed by joint ventures and associated undertakings	**-**	*30,000*
	-	*30,000*
Due within one year		
Trade debtors	**5,048**	*4,641*
Other debtors	**4,673**	*238*
Prepayments and accrued income	**3,000**	-
	12,721	*34,879*

7. Cash and cash equivalents

	2018 £	2017 £
Cash at bank and in hand	**120,494**	*23,550*
	120,494	*23,550*

NOTES TO THE FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 MARCH 2018

8. Creditors: Amounts falling due within one year

	2018 £	2017 £
Bank loans	**17,814**	*17,814*
Corporation tax	**35,813**	*18,198*
Other taxation and social security	**2,471**	*2,686*
Obligations under finance lease and hire purchase contracts	**3,697**	*3,697*
Other creditors	**7,064**	*10,188*
Accruals and deferred income	**2,800**	*2,800*
	69,659	*55,383*

9. Creditors: Amounts falling due after more than one year

	2018 £	2017 £
Bank loans	**128,780**	*139,344*
Net obligations under finance leases and hire purchase contracts	**3,795**	*6,676*
	132,575	*146,020*

10. Loans

Analysis of the maturity of loans is given below:

	2018 £	2017 £
Amounts falling due within one year		
Bank loans	**17,814**	17,814
	17,814	17,814
Amounts falling due 2-5 years		
Bank loans	**71,256**	71,256
	71,256	71,256
Amounts falling due after more than 5 years		
Bank loans	**57,524**	68,088
	57,524	68,088
	146,594	157,158

11. Hire purchase and finance leases

Minimum lease payments under hire purchase fall due as follows:

	2018 £	2017 £
Within one year	**3,696**	3,696
	3,696	3,696

12. Financial instruments

	2018 £	2017 £
Financial assets		
Financial assets measured at fair value through profit or loss	**120,494**	*23,550*

Derivative financial instruments measured at fair value through profit or loss held as part of a trading portfolio comprise of bank £120,494.

13. Deferred taxation

	2018 £
At beginning of year	**(7,021)**
Utilised in year	**1,006**
At end of year	**(6,015)**

The provision for deferred taxation is made up as follows:

	2018 £	2017 £
Accelerated capital allowances	**(6,015)**	*(7,021)*
	(6,015)	*(7,021)*

14. Pension commitments

The company operates a difine contribution (money purchase) pension scheme with Nest.

Companies House

PSC07 (ef)

Notice of ceasing to be a person with significant control (PSC)

Company Name: **LEYSDOWN BAKERY LIMITED**
Company Number: **04155959**

Received for filing in Electronic Format on the: **10/05/2018**

X75MO9T5

Cessation Details

Date ceased: **01/12/2017**

Name: **KEITH BOYCE**

Register entry date

Register entry date **01/12/2017**

Authorisation

Authenticated

This form was authorised by one of the following:

Director, Secretary, Person Authorised, Liquidator, Administrator, Administrative Receiver, Receiver, Receiver manager, Charity Commission Receiver and Manager, CIC Manager, Judicial Factor.

Companies House

PSC07 (ef)

Notice of ceasing to be a person with significant control (PSC)

Company Name: **LEYSDOWN BAKERY LIMITED**
Company Number: **04155959**

Received for filing in Electronic Format on the: **10/05/2018**

X75MO6YZ

Cessation Details

Date ceased: **01/12/2017**

Name: **KAREN BOYCE**

Register entry date

Register entry date **01/12/2017**

Authorisation

Authenticated

This form was authorised by one of the following:

Director, Secretary, Person Authorised, Liquidator, Administrator, Administrative Receiver, Receiver, Receiver manager, Charity Commission Receiver and Manager, CIC Manager, Judicial Factor.

✓ 023456/23

In accordance with Sections 859A and 859J of the Companies Act 2006.

MR01
Particulars of a charge

Companies House

Go online to file this information
www.gov.uk/companieshouse

A fee is be payable with t
Please see 'How to pay' on

FRIDAY

A74RLKG0
A16 27/04/2018 #249
COMPANIES HOUSE

✓ **What this form is for**
You may use this form to register a charge created or evidenced by an instrument.

✗ **What this form is NOT for**
You may not use this form to register a charge where there instrument. Use form MR08.

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a *court order extending the time for delivery.*

You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original.**

1 Company details

For official use 0004

Company number	0 4 1 5 5 9 5 9 ✓
Company name in full	Leysdown Bakery Limited ✓

→ **Filling in this form**
Please complete in typescript or in bold black capitals.

All fields are mandatory unless specified or indicated by *

2 Charge creation date

Charge creation date	d1 d7 m0 m4 y2 y0 y1 y8 ✓

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees entitled to the charge.

Name	Barclays Bank plc ✓
Name	
Name	
Name	

If there are more than four names, please supply any four of these names then tick the statement below.

☐ I confirm that there are more than four persons, security agents or trustees entitled to the charge.

MR01
Particulars of a charge

4 Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is *not a floating charge) or fixed security included in the instrument.*

Please submit only a short description If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

Brief description

Land and Premises Adjoining Swan House High Street Yalding Maidstone Kent ME18 6HS

5 Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☑ **Yes**

☐ **No**

6 Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☐ **Yes** Continue

☑ **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ **Yes**

7 Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge?
Please tick the appropriate box.

☑ **Yes**

☐ **No**

8 Trustee statement ❶

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

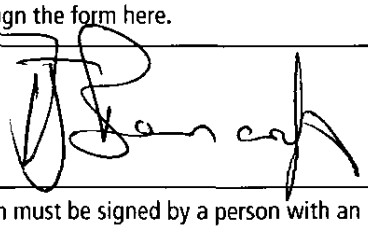
☐

❶ This statement may be filed after the registration of the charge (use form MR06).

9 Signature

Please sign the form here.

Signature

Signature X  X

This form must be signed by a person with an interest in the charge.

MR01
Particulars of a charge

Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name: Timothy Bancroft
Company name: John Copland & Son
Address: 77 High Street
Post town: Sheerness
County/Region: Kent
Postcode: M E 1 2 1 T Y
Country: England
DX: 59804 Sheerness
Telephone: 01795 664431

Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy.

Important information

Please note that all information on this form will appear on the public record.

How to pay

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House.'

Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.

Further information

For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4155959

Charge code: 0415 5959 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th April 2018 and created by LEYSDOWN BAKERY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th April 2018.

Dx

Given at Companies House, Cardiff on 4th May 2018

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

Case Reference No. BPM/8181873/RARE/SPC

BARCLAYS

Leysdown Bakery Limited
(the ***Mortgagor***)

Leysdown Bakery Limited
(the ***Principal Debtor***)
and

Barclays Bank PLC
(the ***Bank***)

LEGAL CHARGE

I hereby certify this to be a true copy
of the corresponding page of the original
Signed
Dated 17.4.2018
T.J. Bancroft Solicitor

CONTENTS

Clause		Page
1.	Agreement to Pay	2
2.	Security	3
3.	Land Registry	4
4.	Undertakings	4
5.	Obligations where the Mortgaged Property is leasehold	8
6.	Covenants	9
7.	Application of insurance proceeds	9
8.	Demand	10
9.	Powers on enforcement	10
10.	Appointment and powers of Receiver	10
11.	Power of Attorney	13
12.	Co-operation with the Receiver	13
13.	Costs and expenses	15
14.	Continuing Security	15
15.	Accounts	15
16.	Set off	16
17.	Proceeds from the Mortgaged Property	16
18.	Miscellaneous Provisions	17
19.	Notices	17
20.	Transfers and Disclosure	18
21.	Interpretation	19
22.	Release	20
23.	Bankruptcy, Winding Up	20
24.	Governing Law and jurisdiction	20

I hereby certify this to be a true copy
of the corresponding page of the original
Signed
Dated 17.4.18
T.J. Bancroft Solicitor

IMPORTANT – PLEASE READ THIS NOTE BEFORE THIS LEGAL CHARGE IS EXECUTED

This Legal Charge is an important legal document. The Bank strongly recommends that you seek the advice of your solicitor or other legal adviser before executing this Legal Charge.

- This is a Legal Charge over the Mortgaged Property described in the Schedule and the other assets referred to in this Legal Charge.
- The Bank will hold this Legal Charge as security for all debts and other liabilities owed to them by the Mortgagor and the Principal Debtor. This includes all present and future loans or facilities the Bank has granted or may in the future grant.
- Your liabilities under this Legal Charge will include any liabilities owed under any guarantee or indemnity which you have given to or may give to the Bank in the future subject to the limitations set out in this Legal Charge.
- If any of the debts or liabilities secured by this Legal Charge are not paid when due, the Bank can appoint a receiver, or take possession of the Mortgaged Property and any of the assets charged by this Legal Charge and sell them.
- This Legal Charge is separate from and not limited by any other security or guarantee which you may have already given or may give to the Bank in the future.

If a company/LLP incorporated in England and Wales executes this Legal Charge as Mortgagor, all parties understand that this document (including any attachments) will be available for inspection by any person at Companies House or upon application to the Land Registry

I hereby certify this to be a true copy
of the corresponding page of the original

Signed

Dated 17.6.18

T.J. Bancroft Solicitor

THIS DEED is made on 17th April 2018

BETWEEN:

(1) **Leysdown Bakery Limited** (incorporated in England and Wales with registered number 04155959) of 20-22 Leysdown Road Leysdown Sheerness Kent ME12 4RE (the **"Mortgagor"**);

(2) **Leysdown Bakery Limited** (incorporated in England and Wales with registered number 04155959) of 20-22 Leysdown Road Leysdown Sheerness Kent ME12 4RE (the **"Principal Debtor"**); and

(3) **Barclays Bank PLC** (Company Number 01026167) of 1 Churchill Place, London E14 5HP (the **"Bank"**)

IT IS AGREED as follows:

1. AGREEMENT TO PAY

(a) Each of the Principal Debtor and the Mortgagor hereby covenants with the Bank that each of the Principal Debtor and the Mortgagor will on demand in writing made to the Principal Debtor or the Mortgagor pay or discharge to the Bank all monies and liabilities which shall for the time being (and whether on or at any time after such demand) be due owing or incurred to the Bank by the Principal Debtor or the Mortgagor in each case whether actually or contingently and whether solely or jointly with any other person and whether as principal or surety including interest, discount, commission or other lawful charges and expenses which the Bank may in the course of its business charge in respect of any of the matters mentioned above or for keeping their respective accounts and so that interest shall be computed and compounded according to the usual practice of the Bank before as well as after any demand made or judgment obtained without any deduction, withholding or set off whatsoever.

(b) On any such demand being made, the Bank may also immediately crystallise any future obligations of the Mortgagor and/or the Principal Debtor to pay any amounts due under any bills or notes which are held by the Bank and to which the Principal Debtor and/or the Mortgagor is a party whether as drawer, acceptor, maker or endorser without any deduction, withholding or set off whatsoever. The Bank shall be at liberty from time to time to give time for payment of any bills of exchange promissory notes or other securities which may have been discounted for or received on account from the Mortgagor and/or the Principal Debtor by the Bank or on which the Mortgagor and/or the Principal Debtor shall or may be liable as drawer, acceptor, maker endorser or otherwise to any parties liable thereon or thereto as the Bank in its absolute discretion shall think fit without releasing the Mortgagor and/or the Principal Debtor or affecting the Mortgagor's and/or the Principal Debtor's liability under this Legal Charge or the security created by it.

(c) So far only as the liabilities of the Principal Debtor are concerned the continuing nature of the security created by this Legal Charge may be determined at the expiration of three calendar months after the receipt by the Bank from the Mortgagor of notice in writing to

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Dated 17.4.18
T.J. Bancroft Solicitor

determine it and the amount secured by this Legal Charge in respect of such liabilities shall on the expiration of such notice be crystallized except as regards unascertained or contingent liabilities and additional sums for interest costs and expenses.

(d) As between the Principal Debtor on the one hand and the Mortgagor and the Mortgaged Property on the other hand the Principal Debtor shall be primarily liable for the payment of the monies hereby covenanted to be paid by the Principal Debtor but this provision shall not affect the Bank or in any way preclude the Bank from enforcing or having recourse to all or any remedies or means for recovering payment thereof which may be available under this Legal Charge or otherwise at such times and in such order and manner as the Bank shall think fit.

2. SECURITY

(a) The Mortgagor hereby charges with full title guarantee as a continuing security:

(i) by way of legal mortgage all the property referred to in the Schedule to this Legal Charge (the **"Mortgaged Property"**) and all the interest of the Mortgagor in the Mortgaged Property with the payment or discharge of all monies and liabilities hereby covenanted to be paid or discharged by each of the Principal Debtor and the Mortgagor TOGETHER with all buildings, fixtures including trade fixtures (if any) and fixed plant and machinery from time to time on the Mortgaged Property together with all estates, rights, title, options, easements and privileges benefitting the same including all beneficial interests and rights in the Mortgaged Property and in any proceeds of sale or disposal of any part of the Mortgaged Property;

(ii) by way of fixed charge any shares held by the Mortgagor in any company from time to time which has any rights in or is connected to the Mortgaged Property; and

(iii) by way of fixed charge the benefit of all guarantees, indemnities, rent deposits, agreements, contracts, undertakings and warranties relating to the Mortgaged Property.

(b) The Mortgagor with full title guarantee hereby charges by way of assignment to the Bank all rents and other sums at any time payable by any tenants or licensees or occupiers of the Mortgaged Property to the Bank together with the benefit of all its rights and remedies relating to them subject to redemption upon repayment of all monies and liabilities owing to the Bank.

(c) The Mortgagor with full title guarantee hereby charges by way of assignment to the Bank all monies from time to time payable to the Mortgagor under or pursuant to all present and future contract or policies of insurance to which it is entitled in relation to the Mortgaged Property including without limitation the refund of any premiums subject to redemption upon repayment of all monies and liabilities owing to the Bank.

(d) The Mortgagor with full title guarantee hereby charges to the Bank with the payment or discharge of all monies and liabilities hereby covenanted to be paid or discharged by the

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Dated 17/1/18
E.J. Bancroft Solicitor

Mortgagor by way of fixed charge the goodwill of the business (if any) from time to time carried on at the Mortgaged Property (the "**Business**").

(e) Section 93 of the Law of Property Act 1925 dealing with the consolidation of mortgages shall not apply to this security. Each party to this Deed understands that under the Land Registration Act 2002 this Legal Charge (including any attachments) will be available for inspection by any person upon application to the Land Registry.

(f) The covenant set out in Sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clauses 2 (a), (b), (c) and (d) (*Security*). It shall be implied in respect of Clauses 2(a), (b), (c) and (d) (*Security*) that the Mortgagor is disposing of the Mortgaged Property free from all charges and encumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment).

(g) The Mortgagor is the legal and beneficial owner of, and has good and marketable title to, the Mortgaged Property and each other asset which is expressed to be the subject of this Legal Charge, in each case, free from security (other than that created by or pursuant to this Legal Charge) and restrictions and onerous covenants.

3. LAND REGISTRY

(a) The Mortgagor hereby requests if the Mortgaged Property is registered at the Land Registry (and against any title to any unregistered property making up the Mortgaged Property which is the subject of a first registration of title at the Land Registry) the Chief Land Registrar:

(A) to enter the following restriction into the register in favour of the Bank:

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [insert date] in favour of Barclays Bank PLC as referred to in the charges register [or their conveyancer]", and

17 APRIL 2018

(B) to enter an obligation to make further advances on the Charges Register relating to the Mortgaged Property.

(b) The Mortgagor certifies to the Land Registry that the security interest created under or pursuant to this Legal Charge does not contravene any of the provisions of the articles of association or other constitutive documents of the Mortgagor if applicable.

4. UNDERTAKINGS

(a) The Mortgagor covenants with the Bank that during the continuance of this security that it will not (without the prior written consent of the Bank):

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Signed
Dated 17.4.18
T.J. Bancroft Solicitor

(i) create or agree to create or permit to subsist any mortgage or other fixed charge or other security of any kind over the Mortgaged Property or other assets charged pursuant to this Legal Charge;

(ii) sell, assign, transfer, part with or share possession or otherwise dispose of or deal with its interest in the Mortgaged Property or other assets charged pursuant to this Legal Charge;

(iii) create or grant any interest in the Mortgaged Property or any other asset secured by this Legal Charge in favour of a third party; or

(iv) sever or remove any of the fixtures forming part of its Mortgaged Property if to do so would be reasonably expected to have a materially adverse effect of the value, saleability or use of the Mortgaged Property or the enforceability of this Legal Charge.

(b) During the continuance of this security no statutory or other power of granting or agreeing to grant or of accepting or agreeing to accept surrenders of leases or tenancies of the Mortgaged Property or any part thereof shall be capable of being exercised by the Mortgagor without the prior consent in writing of the Bank.

(c) During the continuance of this security the Mortgagor shall have no statutory or other power to vary the terms of any lease or underlease of or relating to the Mortgaged Property or any part thereof without the prior consent in writing of the Bank.

(d) The Mortgagor shall immediately on execution of this Legal Charge or, in relation to any occupational lease coming into existence after the date of this Legal Charge, upon the Mortgagor entering into that occupational lease, give notice to each tenant in such form as is approved by the Bank and shall procure that such tenant gives to the Bank within a reasonable time of the execution of this Legal Charge or the occupational lease, as appropriate, a duly completed acknowledgement of such notice. If the Mortgagor fails to do so, the Bank may give such notice.

(e) The Mortgagor hereby covenants with the Bank that:

(i) immediately upon execution of this Legal Charge to deposit with the Bank all deeds and documents relating to any occupational interest at the Mortgaged Property and any title insurance policies unless held by the Mortgagor's solicitor (being John Copland & Son as at the date of this Legal Charge) to the order of the Bank and to deposit with the Bank or such solicitor at any time thereafter any further such deeds and other documents relating to such occupational interests or title insurance policies, promptly upon coming into possession of any of those items;

(ii) without prejudice to paragraph (i) above, following execution of this Legal Charge on written demand to deposit with the Bank all title deeds and other documents constituting or evidencing title to the Mortgaged Property unless held by the Mortgagor's solicitor (being John Copland & Son as at the date of this Legal Charge)

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Signed
Dated 17.6.16
T.J. Bancroft Solicitor

to the order of the Bank and to deposit with the Bank or such solicitor at any time thereafter on written demand any further such title deeds and documents;

(iii) if and so long as the title to the Mortgaged Property or any part thereof is not registered under the Land Registration Acts 1986 to 2002 no person shall during the continuance of this security be registered under the said Acts as proprietor of the Mortgaged Property or any part thereof without the consent in writing of the Bank;

(iv) upon any such registration the Mortgagor will forthwith deliver to the Bank copies of evidence of registration (including a copy of the title plan and register for each registered title in respect of the Mortgaged Property) and such title plans and registers delivered to the solicitor holding the title deeds to the Bank's order in accordance with Clause 4(e) (*Undertakings*) ; and

(v) The Mortgagor will comply with all planning laws and regulations and the terms of any authorisation in respect of any such planning laws or regulations, in each case relating to the Mortgaged Property.

(f) ***Environment***

(i) In this Clause:

"Environmental Approvals" means all consents of any kind relating to Environmental Laws to which the Mortgagor or the Mortgaged Property or the use or occupation of the Mortgaged Property is subject;

"Environmental Claims" means any claim by any person in respect of losses or liabilities suffered or incurred by that person as a result of or in connection with any violation of Environmental Laws or Environmental Approvals or giving rise to any remedy or penalty that may be enforced or assessed by private or public legal action as a result of Environmental Contamination or any application for any interim or final judicial or administrative decree, injunction, cease and desist order, abatement order, compliance order, consent order, clean-up order or enforcement notice, stop notice, improvement notice, prohibition notice or revocation order in respect of Environmental Contamination or any other remedial or other action that the Mortgagor is obliged to undertake pursuant to Environmental Laws in respect of Environmental Contamination;

"Environmental Contamination" means the following and their consequences:

(a) any release, leakage or spillage at or from the Mortgaged Property into any part of the environment of any toxic, poisonous, noxious or polluting matter or hazardous, detrimental or dangerous substances or thing;

(b) any accident, fire, explosion or sudden event which affects the environment and is attributable to the operation, management or control of the Mortgaged Property including (without limitation) the storage, keeping, handling, labelling or disposal of waste (as defined in the Environmental Protection Act 1990) or hazardous, toxic or dangerous substances; and

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Signed
Dated 17. 4. 18
T.J. Bancroft Solicitor

(c) any designation of the Mortgaged Property as contaminated land for the purposes of Part IIA of the Environmental Protection Act 1990;

Environmental Laws includes all or any laws, statutes, rules, regulations, treaties, directives, bye-laws, directions, codes of practice, circulars, guidance notes, orders, notices, demands, decisions of the courts of any authority or any other body whatsoever having jurisdiction which at any time relate to the environment or Environmental Contamination or standards of conduct applicable to the Mortgaged Property or the occupation or use of the Mortgaged Property or the operation of any business from or using the Mortgaged Property;

(ii) The Mortgagor undertakes to the Bank that during the continuance of the security constituted by this Legal Charge it shall at all times:

(A) obtain and maintain in full force and effect all Environmental Approvals and ensure that the business and/or operations carried on at the Mortgaged Property comply in all respects with all Environmental Laws and Environmental Approvals;

(B) promptly on becoming aware of it inform the Bank of any Environmental Claim which has been made or threatened against the Mortgagor or any occupier of the Mortgaged Property setting out the action which is to be taken with respect to that Environmental Claim; and

(C) notify the Bank promptly on becoming aware of any Environmental Contamination at or brought on to the Mortgaged Property or circumstances likely to lead to Environmental Contamination which might give rise to any Environmental Claim, and take or procure the taking of all necessary action to deal with, remedy or remove from the Mortgaged Property or prevent the incursion of (as the case may be) that Environmental Contamination or circumstances likely to lead to Environmental Contamination so as to prevent an Environmental Claim, endeavouring always to minimise the danger or harm arising to the environment.

(g) **Compliance**

During the continuance of this security the Mortgagor shall:

(i) obtain and maintain all consents and observe and perform all covenants, stipulations, requirements, court orders, regulations and obligations from time to time affecting the Mortgaged Property and comply with all requirement of any authority and all obligations under any statute, bye-laws, and regulations relating to the whole or any part of the Mortgaged Property; and

(ii) give full details to the Bank of any notice, order, direction, designation, resolution, proposal or other matter given or made by any authority (whether or not under any planning legislation, regulations and/or bye-laws) and relating to the Mortgaged Property or the area in which the Mortgaged Property is situated and if required by

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Signed
Dated 17.4.18
T.J. Bancroft Solicitor

the Bank, at the Mortgagor's cost, take all necessary steps to comply with such notice.

(h) **Pay outgoings**

During the continuance of this security the Mortgagor shall punctually pay or cause to be paid all present and future rent, rates, taxes, duties, charges, assessments, impositions and outgoings whatsoever now or at any time payable, charged, assessed on or in respect of the Mortgaged Property or any part of it.

5. **OBLIGATIONS WHERE THE MORTGAGED PROPERTY IS LEASEHOLD**

(a) The Mortgagor undertakes to the Bank in respect of the Mortgaged Property (where the Mortgaged Property is leasehold) as follows:

(i) not at any time without the Bank's prior consent in writing to surrender to the landlord of the Mortgaged Property (the **"Landlord"**) (whether formally or informally) any lease under which the Mortgaged Property is held or otherwise in any way voluntarily to give up possession of the Mortgaged Property to the Landlord or to vary the terms of the lease;

(ii) to comply forthwith with any notice served on the Mortgagor by the Landlord under Section 146 of the Law of Property Act 1925 (or any statutory re-enactment thereof);

(iii) to take all reasonable steps (including (if appropriate) but not limited to making an application to the court for relief against forfeiture) to prevent the landlord from lawfully exercising a right peaceably to re-enter the Mortgaged Property;

(iv) to inform the Bank forthwith (and in any event prior to leaving the Mortgaged Property vacant) of any intention to leave the Mortgaged Property vacant for a period in the case of residential property of 28 days or more and in the case of commercial property for 14 days or more;

(v) to comply at all times with the covenants on the Mortgagor's part contained in the lease under which the Mortgaged Property is held and to pay the rent and any other sums payable under the lease promptly and to provide forthwith to the Bank following receipt of a request to that effect from the Bank due evidence of the payment to the landlord of all such sums;

(vi) forthwith on receipt of the same to forward to the Bank copies of all notices of whatever kind or other correspondence or communications received from the Landlord relating to alleged breaches of any covenant contained in the lease; and

(vii) to advise the Bank forthwith (and thereafter to keep the Bank fully informed as to the progress) of any dispute or potential dispute between the Mortgagor and the Landlord giving details of the nature of the dispute, the facts resulting in the dispute and any other relevant information.

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6. COVENANTS

The Mortgagor by executing this Legal Charge covenants with the Bank that the Mortgagor during the continuance of this security:

(a) will keep all buildings now or for the time being subject to this security adequately insured against loss or damage by fire and such other risks as the Bank may from time to time require to the full replacement value thereof (having regard to any possible increases in building costs and including the costs of demolition, costs of alternative accommodation and architect's, engineer's, surveyor's and other professional fees) with an insurance office or underwriters approved by the Bank in writing from time to time and if so required by the Bank in the joint names of the Mortgagor and the Bank and will duly pay all premiums and other monies necessary for effecting and keeping up such insurance within one week of the same becoming due or, if a shorter time period, the time period for payment specified by the insurers, and will on demand produce to the Bank the policies of such insurance and the receipts for such payments;

(b) will keep all buildings now or for the time being subject to this security in good repair and condition;

(c) will keep all the utilities on the Mortgaged Property and/or serving the Mortgaged Property and any heating system in good working order;

(d) not without the prior consent of the Bank to make any structural or material alteration to the Mortgaged Property;

(e) will duly and with reasonable expedition complete any building operations commenced at any time by the Mortgagor on the Mortgaged Property;

(f) acknowledges at any time after payment of the monies secured by this Legal Charge has been demanded or if default shall be made by the Mortgagor in performing any of the above obligations the Bank may as the case may be insure and keep insured the said buildings in any sum which the Bank may think expedient or may repair and keep in repair the said buildings or may complete any such building operations (with power to enter upon the Mortgaged Property for any of those purposes without thereby becoming a mortgagee in possession);

(g) will manage the Mortgaged Property, any person occupying the whole or any part of the Mortgaged Property in accordance the principles of good estate management and in any manner that the Bank in its sole discretion may require; and

(h) acknowledges all monies expended by the Bank under this provision shall be deemed to be properly paid by the Bank.

7. APPLICATION OF INSURANCE PROCEEDS

All monies received on any insurance whatsoever in respect of loss or damage by fire or otherwise to the said buildings or any part thereof (whether effected or maintained by the

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Mortgagor in pursuance of his obligation under the covenant contained in Clause 6 (*Covenants*) of this Legal Charge or independently of or otherwise than in pursuance of such obligation) shall as the Bank requires either be applied in making good the loss or damage in respect of which the monies are received or be paid to the Bank in or towards payment of the monies for the time being secured by this Legal Charge or such part or parts thereof as the Bank may require.

8. DEMAND

(a) A demand for payment or any other demand or notice under this Legal Charge may be made or given by any branch, manager, officer or other representative of the Bank by letter addressed to the Principal Debtor or the Mortgagor as the case may be and sent by post to or left at its last known place of business or abode or at the option of the Bank in the case of a company its registered office and if sent by post shall be deemed to have been made or given at noon on the day following the day the letter was posted.

(b) Demands under this Legal Charge may be made from time to time and, at any time, the liabilities and obligations of the Mortgagor under this Legal Charge may be enforced, irrespective of:

(i) whether any demands, steps or proceedings are being or have been made or taken against any other party to this Legal Charge (if any) and/or any third party; or

(ii) whether or in what order any security to which the Bank may be entitled in respect of the monies and liabilities hereby covenanted to be paid or discharged by each of the Principal Debtor and the Mortgagor and any other obligations secured under this Legal Charge is enforced.

9. POWERS ON ENFORCEMENT

Section 103 of the Law of Property Act 1925 shall not apply to this security but the statutory power of sale shall as between the Bank and a purchaser from the Bank arise on and be exercisable at any time after the execution of this security provided that the Bank shall not exercise the said power of sale until payment of the monies secured by this Legal Charge or any part thereof has been demanded but this proviso shall not affect a purchaser or put him upon inquiry whether such demand has been made.

10. APPOINTMENT AND POWERS OF RECEIVER

(a) At any time after the Bank shall have demanded payment of any monies secured by this Legal Charge or if requested by the Mortgagor the Bank may appoint by writing any person or persons (whether an officer of the Bank or not) to be receiver and manager or receivers and managers ("**the Receiver**" which expression shall where the context so admits include the plural and any substituted receiver and manager or receivers and managers, and any delegates and/or sub-delegates) of all or any part of the Mortgaged Property.

(b) Where two or more persons are appointed to be the Receiver any act required or authorised under any enactment or this Legal Charge (including the power of attorney contained in

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Clause 11 (*Power of Attorney*) of this Legal Charge) or otherwise to be done by the Receiver may be done by any one or more of them unless the Bank shall in such appointment specify to the contrary.

(c) The Bank may from time to time determine the remuneration of the Receiver and may remove the Receiver and appoint another in his place.

(d) The Receiver shall (so far as the law permits) be the agent of the Mortgagor (who shall alone be personally liable for his acts, defaults and remuneration) and shall have and be entitled to exercise all powers conferred by the Law of Property Act 1925 in the same way as if the Receiver had been duly appointed under that Act and in particular by way of addition to, but without limiting any general powers referred to in this Legal Charge (and without prejudice to any of the Bank's powers), the Receiver shall have power in the name of the Mortgagor or otherwise to do the following things:

(i) to take possession of, collect and get in all or any part of the Mortgaged Property and for that purpose to take any proceedings as the Receiver shall think fit;

(ii) to commence and/or complete any building operations on the Mortgaged Property or any part thereof and to apply for and obtain any planning permissions building regulation approvals and any other permissions consents or licences in each case as the Receiver may in his absolute discretion think fit;

(iii) to raise money from the Bank or others on the security of the Mortgaged Property or otherwise;

(iv) to provide such facilities and services for tenants and generally to manage the Mortgaged Property in such manner as the Receiver shall think fit;

(v) if the Mortgaged Property is leasehold to vary the terms of or surrender any lease and/or to take a new lease thereof or of any part thereof on such terms as the Receiver shall think fit and so that any such new lease shall ipso facto become charged to the Bank on the terms hereof so far as applicable and to execute a formal legal charge over any such new lease in favour of the Bank in such form as it may require;

(vi) to sell let or lease or concur in selling letting or leasing and to vary the terms of terminate or accept surrenders of leases or tenancies of the Mortgaged Property or any part thereof in such manner and for such term with or without a premium with such rights relating to other parts thereof and containing such covenants on the part of the Mortgagor or otherwise and generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) as the Receiver shall think fit;

(vii) to make any arrangement or compromise which the Receiver shall think fit;

(viii) to make and effect all repairs improvements and insurances;

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(ix) to carry on or concur in carrying on the Business (if any) and for that purpose to raise money from the Bank or others on the security of the Mortgaged Property or otherwise and to transfer the goodwill of the Business (if any) with the Mortgaged Property;

(x) to use all stock and chattels at the Mortgaged Property for the purpose of carrying on the Business (if any);

(xi) to apply for and obtain whether in the Receiver's own name or otherwise all licences, consents, registrations and approvals which may be necessary for the lawful running of the Business (if any) ("**Licences**") and to insure all Licences against forfeiture, suspension or non-renewal;

(xii) to engage such persons as the Receiver may in its absolute discretion consider necessary or desirable for the running of the Business (if any) upon such terms and conditions as the Receiver shall deem fit;

(xiii) to buy in all such stock and chattels as the Receiver shall in its absolute discretion consider necessary or desirable for the running of the Business (if any);

(xiv) to have access to, to use and to make up the books and records of the Business (if any);

(xv) to carry on existing contracts and to enter into such new contracts for such purposes as the Receiver shall deem necessary for the running of the Business (if any);

(xvi) to appoint managers, officers, contractors, advisors and agents for the above purposes upon such terms as to remuneration or otherwise as the Receiver may determine; and

(xvii) to do all such other acts and things as may be considered to be incidental or conducive to any of the matters or powers aforesaid and which the Receiver lawfully may or can do,

PROVIDED NEVERTHELESS THAT the Receiver shall not be authorised to exercise any of the above powers if and insofar and so long as the Bank has in writing excluded those powers whether at the time of the Receiver's appointment or subsequently.

(e) The statutory powers of sale leasing and accepting surrenders exercisable by the Bank hereunder are hereby extended so as to authorise the Bank whether in its own name or in that of the Mortgagor or otherwise to grant a lease or leases of the whole or any part or parts of the Mortgaged Property with such rights relating to other parts thereof and containing such covenants on the part of the Mortgagor or otherwise and generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) and whether or not at a premium as the Bank in its absolute discretion shall think fit.

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(f) In no circumstances shall the Bank be liable to account to the Mortgagor as a mortgagee in possession or otherwise for any monies not actually received by the Bank.

11. POWER OF ATTORNEY

(a) The Mortgagor by way of security by executing this Legal Charge irrevocably appoints each of the Bank and any Receiver jointly and severally to be its attorney with full power of delegation in its name and on its behalf:

(A) to sign, execute, seal, complete and deliver any document, deed, agreement, instruments or act which the Bank or such Receiver may require for perfecting the title of the Bank to the Mortgaged Property or for vesting the same in the Bank, its nominees or any purchaser or generally for any of the purposes set out in this Legal Charge;

(B) otherwise generally to sign, seal, execute and deliver all deeds, assurances, agreements and documents and to do all acts and things which may be required for the full exercise of all or any of the powers conferred on the Bank or a Receiver under this Legal Charge or which may be deemed expedient by the Bank or a Receiver in connection with any disposal, realisation or getting in by the Bank or such Receiver of the Mortgaged Property or any part thereof or in connection with any other exercise of any power under this Legal Charge.

(b) The Mortgagor shall ratify and confirm all transactions entered into by the Bank, any Receiver or any delegate of the Bank in the exercise or purported exercise of the Bank's or the Receiver's respective powers and all things done by the Bank, such Receiver or delegate by virtue of any power of attorney given by this Clause 11 (*Power of Attorney*).

(c) The Mortgagor hereby acknowledges that the power of attorney hereby granted to the Bank, any Receiver and its delegates and substitutes is granted irrevocably and for value as part of the security constituted by this Legal Charge to secure the proprietary interests of and the performance of obligations owed to the respective donees within the meaning and for the purposes of the Powers of Attorney Act 1971.

(d) All powers of the Receiver hereunder may be exercised by the Bank whether as attorney of the Mortgagor or otherwise and whether or not the Receiver has been appointed.

12. CO-OPERATION WITH THE RECEIVER

(a) Each of the Mortgagor and the Principal Debtor (or either of them as the case may be) covenants with the Bank as follows:

(i) that the Mortgagor and the Principal Debtor (or any of them as the case may be) will co-operate with the Receiver in his running of the Business (if any) and will afford the Receiver the opportunity to inspect and copy the books and records of the Business (if any) as and when requested;

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(ii) that the Mortgagor and the Principal Debtor (or any of them as the case may be) will upon request provide the Receiver with such information as the Receiver may require in connection with the Business (if any);

(iii) not to remove the books and records of the Business (if any) from the Mortgaged Property; and

(iv) not to remove any of the stock or chattels from the Mortgaged Property save that nothing in this Clause shall prevent the Mortgagor from removing or destroying stock or chattels which are no longer fit for the purpose for which they were intended or from using or selling the stock in the ordinary course of trading.

(b) In relation to the Business (if any) the Mortgagor and the Principal Debtor (or any of them as the case may be) covenant(s) with the Bank as follows:

(i) to endorse and transfer or cause to be endorsed and transferred any Licences to the Bank or the Receiver or such other person as the Bank or the Receiver may nominate and give all notices and make all applications required to effect the legal transfer of any Licences or for obtaining new Licences to or for the Bank, the Receiver or such other persons, as the Bank or the Receiver may nominate;

(ii) to preserve and renew as necessary all Licences;

(iii) to conduct the Business (if any) in a lawful and proper manner to the best advantage and not to do or permit any act or thing which may endanger the Licences or render them void or voidable or liable to be forfeited or suspended or subject to any penalty or disqualification;

(iv) to insure (in a sum required by the Bank from time to time) the Licences against forfeiture, suspension or non-renewal and to produce on demand evidence satisfactory to the Bank that such insurance is in force; and

(v) not to create any further mortgage or charge of the goodwill.

(c) Each of the Mortgagor and the Principal Debtor by executing this Legal Charge irrevocably authorises the Bank the Receiver or any nominee of the Bank or the Receiver whether in the Mortgagor's name or otherwise to sign any document and to do any other act or thing which may be requisite or necessary to protect or to effect any renewal or transfer of any Licences to the Bank, the Receiver or any nominee of the Bank or the Receiver and this Legal Charge shall be conclusive proof of the Mortgagor's and the Principal Debtor's consent to protection, renewal or transfer of such Licences.

(d) After the Receiver has been appointed the net profits of the Business (if any) after deduction of the costs and expenses referred to in Clause 13 (*Costs and Expenses*) of this Legal Charge shall be applied in or towards payment of the monies and liabilities secured by this Legal Charge and all losses incurred in the carrying on of the Business (if any) shall be recoverable from the Mortgagor or the Principal Debtor as a debt and may be debited to any account of the Mortgagor or the Principal Debtor as the case may be and shall bear interest accordingly

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and shall be charged on the Mortgaged Property and the charge hereby conferred shall be in addition and without prejudice to any and every remedy, lien or security which the Bank may have or but for the said charge would have for the monies secured by this Legal Charge or any part thereof.

(e) If any provision contained in this Clause 12 (*Co-operation with the Receiver*) is or at any time becomes illegal, invalid or unenforceable in any respect the legality, validity or enforceability of the remaining provisions of this Legal Charge shall not be in any way affected or impaired thereby.

13. COSTS AND EXPENSES

All costs, charges and expenses incurred under this Legal Charge by the Bank and all other monies paid by the Bank or the Receiver in perfecting or otherwise in connection with this security or in respect of the Mortgaged Property including (without prejudice to the generality of the foregoing) all monies expended by the Bank under Clause 6 (*Covenants*) of this Legal Charge and all costs of the Bank or the Receiver of all proceedings for enforcement of the security constituted by this Legal Charge or for obtaining payment of the monies secured by this Legal Charge or any part thereof or arising out of or in connection with the acts authorised by Clause 10 (*Appointment and Powers of Receiver*) or Clause 11 (*Powers of Attorney*) of this Legal Charge (and so that any taxation of the Bank's costs, charges and expenses shall be on the full indemnity basis) shall be recoverable so far as they relate to the liabilities of the Principal Debtor from the Principal Debtor and so far as they relate to the liabilities of the Mortgagor from the Mortgagor as a debt and may be debited to any account of the Principal Debtor and/or the Mortgagor and shall bear interest accordingly and shall be charged on the Mortgaged Property and the charge conferred by this Legal Charge shall be in addition and without prejudice to any and every other remedy, lien or security which the Bank may have or but for the said charge would have for the monies secured by this Legal Charge or any part thereof.

14. CONTINUING SECURITY

This security shall (subject to the provisions of Clause 1(c) (*Agreement to Pay*) of this Legal Charge) be a continuing security to the Bank notwithstanding any settlement of account or other matter or thing whatsoever and shall not prejudice or affect any security which may have been created by any deposit of title deeds or other documents which may have been made with the Bank prior to the execution of this Legal Charge relating to the Mortgaged Property or to any other property or any other security which the Bank may now or at any time after this Legal Charge hold in respect of the monies secured by this Legal Charge or any of them or any part thereof respectively.

15. ACCOUNTS

The Bank shall on receiving notice that the Mortgagor has encumbered or disposed of the Mortgaged Property or any part thereof or on the expiration of written notice given under the provisions of Clause 1(c) (*Agreement to Pay*) of this Legal Charge be entitled to close the accounts of the Mortgagor and the Principal Debtor and to open a new account or accounts

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and (without prejudice to any right of the Bank to combine accounts) no money paid into or carried to the Mortgagor's or the Principal Debtor's credit in any such new account shall be appropriated towards or have the effect of discharging any part of the amount due to the Bank on any such closed account. If the Bank does not open a new account or accounts immediately on receipt of such notice it shall nevertheless be treated as if it had done so at the time when it received such notice and as from that time all payments made by the Mortgagor or the Principal Debtor to the Bank shall be credited or be treated as having been credited to such new account or accounts and shall not operate to reduce the amount due from each of the Mortgagor or the Principal Debtor to the Bank at the time when it received such notice.

16. SET OFF

(a) In this Legal Charge:

(i) **"Barclays Group"** means Barclays PLC and any of its Subsidiaries; and

(ii) **"Subsidiary"** means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006.

(b) The Bank may at any time and from time to time without notice (but shall not be obliged to) set off any obligation which is due and payable by the Mortgagor or the Principal Debtor to the Bank and/or any other member of the Barclays Group and is unpaid against any obligation (whether or not matured) owed by the Bank and/or any other member of the Barclays Group to the Mortgagor or the Principal Debtor, regardless of the place of payment, booking branch or currency of either obligation.

(c) If the obligations are in different currencies, the Bank may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set off and if when converted it leaves the Bank with less than the amount due, the Mortgagor and the Principal Debtor must make good the amount of the shortfall on demand.

(d) The Bank may in its absolute discretion estimate the amount of any liability of the Mortgagor or the Principal Debtor which is contingent or unascertained and thereafter set off such estimated amount and no amount shall be payable by the Bank to the Mortgagor or the Principal Debtor unless and until all monies and liabilities secured by this Legal Charge have been ascertained and fully repaid or discharged.

17. PROCEEDS FROM THE MORTGAGED PROPERTY

(a) At any time after payment of the monies secured by this Legal Charge or any part of it has been demanded and any part remains unpaid the Bank may as agent of the Mortgagor remove and sell any chattels on the Mortgaged Property and the net proceeds of sale thereof shall be paid to the Mortgagor on demand and the Bank shall not have the right to retain or set off such proceeds of sale against any indebtedness of the Mortgagor to the Bank.

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(b) The Mortgagor hereby covenants with the Bank to pay any sums which become payable by the Mortgagor under the Agricultural Holdings Act 1986, the Agricultural Tenancies Act 1995 or under any other statute for compensation costs or otherwise to a tenant of the Mortgaged Property or any part thereof failing which the Bank may pay the said sum or discharge any charge created in pursuance of any such statute for securing the same and any monies paid by the Bank under this Clause shall be deemed to be expenses properly incurred by the Bank hereunder.

18. MISCELLANEOUS PROVISIONS

(a) Any party to this Legal Charge which is a company certifies that this Legal Charge does not contravene any of the provisions of its constitutional documents.

(b) If at any time any provision of this Legal Charge is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions of this Legal Charge shall not in any way be affected or impaired.

(c) This Legal Charge may be executed in any number of counterparts and by different parties to it in separate counterparts, each of which when executed and delivered shall be an original. All such counterparts will together constitute one and the same instrument.

(d) A person who is not a party to this Legal Charge has no right under the Contracts (Rights of Third Parties) Act 1999 or any similar applicable legislation to enforce or to enjoy the benefits of this Legal Charge.

(e) The consent of any person who is not a party is not required to rescind or vary this Legal Charge or any other agreement entered into under or in connection with it.

(f) This Legal Charge is intended to take effect as a deed notwithstanding the fact that any party may only execute this Legal Charge under hand.

19. NOTICES

(a) Any notice, communication or demand under or in connection with this Legal Charge shall be in writing and shall be delivered personally, or by post to the addresses given in this Legal Charge or at such other address as the recipient may have notified to the other party in writing and, if given by the Bank, may be made or given by any manager, officer or agent of the Bank or of any branch of the Bank.

(b) Proof of posting or despatch of any notice, communication or demand on the Mortgagor or the Principal Debtor shall be deemed to be proof of receipt in the case of a letter which is sent by post or by first class prepaid letter post where available and is posted before the last collection of letters from the letter box in which it was posted has been made on any day, at 10.00 a.m. on the next succeeding day upon which a delivery of letters is made.

(c) Any notice to the Bank shall be addressed in writing and sent by post to Barclays Bank PLC Business Lending Services, PO Box 16276, One Snowhill, Snowhill Queensway Birmingham, B2 2XE and shall only be effective when actually received by the Bank.

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20. TRANSFERS AND DISCLOSURE

(a) In this Legal Charge where the context so admits the expression "the Mortgagor" or "the Principal Debtor" shall include persons deriving title under "the Mortgagor" or "the Principal Debtor" or who are entitled to redeem this security and the expression "the Bank" shall include persons deriving title under the Bank (including its successors in title, assignees and transferees) and any reference herein to any statute or section of any statute shall be deemed to include reference to any statutory modification or re-enactment thereof for the time being in force.

(b) Neither the Mortgagor nor the Principal Debtor may assign or otherwise transfer any of its rights or obligations under this Legal Charge.

(c) The Bank may at any time sell, assign, novate, securitise or otherwise transfer all or any part of its rights or obligations under this Legal Charge (a **"Transfer"**) to any person at any time (a **"Transferee"**). The Mortgagor and the Principal Debtor consent(s) to the disclosure by the Bank of any information and documentation in accordance with Clause 20(f) (*Transfers and Disclosure*).

(d) If there is a Transfer by the Bank the Mortgagor and the Principal Debtor will be bound to the Transferee and the rights and obligations of the Mortgagor under this Legal Charge will remain the same. The Transferee will have the same powers, rights, benefits and obligations of the Bank to the extent that they are sold, assigned, novated or otherwise transferred to the Transferee and the Bank will be released from its obligations to the Mortgagor and the Principal Debtor to the extent that those obligations are assumed by the Transferee. The Mortgagor and the Principal Debtor will enter into all documents necessary to give effect to any such Transfer.

(e) Any appointment or removal of a Receiver under Clause 10 (*Appointment and Powers of Receiver*) and any consents under this Legal Charge may be made or given in writing signed or sealed by any Transferees of the Bank and accordingly the Mortgagor hereby irrevocably appoints each Transferee of the Bank to be its attorney in the terms and for the purposes set out in Clause 1(d) (*Agreement to Pay*).

(f) The Bank may disclose any information relevant to this Legal Charge in the Bank's possession relating to the Mortgagor and the Principal Debtor to:

(i) the Mortgagor or the Principal Debtor as appropriate or any other obligor (if applicable);

(ii) any other member or affiliate of the Barclays Group and our or their professional advisers;

(iii) any prospective or actual assignee or transferee or any affiliate of such assignee or transferee;

(iv) to a governmental, banking, taxation or other regulatory authority;

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(v) any person in connection with a securitisation of all or any part of the Bank's loan assets from time to time;

(vi) any person who may otherwise enter into contractual relations with the Bank in relation to this Legal Charge;

(vii) any person to whom the Bank is compelled by law or regulation to provide such information;

(viii) to any rating agency (including its professional advisers) to enable the rating agency to carry out its normal rating activities; and

(ix) to any credit reference agency.

21. INTERPRETATION

(a) All covenants, charges, agreements and undertakings by such parties and in particular this security and covenant(s) in Clause 6 (*Covenants*) of this Legal Charge and the remaining covenants charges agreements and undertakings herein contained shall extend and apply to any monies owing or liabilities incurred by any of such parties to the Bank whether solely or jointly with each other or with any other person.

(b) Where the Mortgagor is an individual and not a body corporate the continuing nature of the security hereby created shall not be determined or affected by notice to the Bank of the death or mental incapacity of the Mortgagor.

(c) In this Legal Charge, except where the context otherwise requires:

(i) winding up includes any winding up, reconstruction, administration, dissolution, liquidation, bankruptcy and any procedure under any applicable law which is analogous to procedure or step;

(ii) references to any deed, instrument, certificate, agreement or contract (including this Legal Charge) or a provision thereof shall be construed as a reference to that deed, instrument, certificate, agreement or contract or provision as from time to time varied, novated, amended, supplemented or replaced (however fundamentally);

(iii) expressions importing the singular shall include the plural and vice versa and words denoting any gender include all genders;

(iv) references to any statute or other legislative provision shall include any statutory or legislative modification, re-enactment or any substitution of such statute or provision and, where applicable, any equivalent statute or legislation in another jurisdiction;

(v) a time of day is a reference to London time; and

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(vi) references to a person shall be construed as a reference to any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality).

(d) For the avoidance of doubt, where a party to this Deed is signing in more than one capacity, the obligations contained in this Deed shall apply to such party in each such capacity.

(e) The headings in this Legal Charge are for ease of reference only and shall not affect its interpretation.

22. RELEASE

The Mortgaged Property shall not be released by time being given to the Principal Debtor or by any arrangement in relation to other securities or by any act matter or thing whether occurring before or after demand whereby the same might have been released (except an express release duly executed by or on behalf of the Bank) and any monies which may not be otherwise recoverable under this Legal Charge by reason of any legal limitation, disability or incapacity on or of the Principal Debtor shall nevertheless be recoverable from the Mortgaged Property as though such monies had been advanced to the Mortgagor as if the Mortgagor were the sole or principal debtor in respect thereof and this Legal Charge had secured such indebtedness.

23. BANKRUPTCY, WINDING UP

In the event of the bankruptcy or winding-up or any arrangement with the creditors of the Principal Debtor:

(a) any monies secured by this Legal Charge shall be deemed to continue due and owing to the Bank until the same are actually paid;

(b) the Mortgagor shall not until the Bank has been fully repaid be entitled to participate in any other security held by the Bank or in monies received by the Bank on account of monies due from the Principal Debtor;

(c) any dividends or payments received by the Bank shall be taken and applied as payments in gross and shall not prejudice the right of the Bank to recover out of the Mortgaged Property all the monies secured by this Legal Charge; and

(d) the Bank shall be entitled to prove for the full amount of the claim of the Bank and to retain the whole of the dividends to the exclusion of the rights (if any) of the Mortgagor in competition with the Bank until the Bank has been fully repaid.

24. GOVERNING LAW AND JURISDICTION

(a) This Legal Charge and any non-contractual obligations arising from or in connection with it shall be governed by, and shall be construed in accordance with, the laws of England.

I hereby certify this to be a true copy of the corresponding page of the original

Signed

Dated 17.4.2018

T.J. Bancroft Solicitor

(b) Each of the Mortgagor and the Principal Debtor irrevocably agree(s) that the courts of England are to have non-exclusive jurisdiction to settle any dispute (including claims for set off and counterclaims) which may arise in connection with the validity, effect, interpretation or performance of, or the legal relationships established by, this Legal Charge or otherwise in connection with this Legal Charge and for such purposes irrevocably submit to the jurisdiction of such courts.

This Legal Charge guarantees the liabilities of the Principal Debtor. If the Principal Debtor does not repay, the Bank may enforce this Legal Charge instead of, or as well as, enforcing against the Principal Debtor. You are therefore strongly recommended to seek independent legal advice before signing.

I hereby certify this to be a true copy
of the corresponding page of the original
Signed
Dated 17.11.16
T.J. Bancroft Solicitor

This Legal Charge has been executed as a deed by the Mortgagor and the Principal Debtor and signed by the Bank and is delivered on the date stated at the beginning of this Legal Charge.

I hereby certify this to be a true copy
of the corresponding page of the original
Signed
Dated 17.4.2015
T.J. Bancroft Solicitor

Schedule

The Freehold property known as or being Swan House High Street Yalding Maidstone Kent comprised in the document(s) particulars of which are set out below:

Complete if title is not registered at time of Charge

Date	Description (Conveyance, Lease Assignment, Mortgage, Assent, etc.)	Parties

Complete if title is registered at time of Charge

Title Number(s) and Property Description	Administrative area	Registered Proprietor
K97305	KENT.	LORSDOWN BAKERY LIMITED

I hereby certify this to be a true copy of the corresponding page of the original

Signed

Dated 17.4.18

T.J. Bancroft Solicitor

EXECUTION PAGES

For and on behalf of Barclays Bank PLC

Paul Jury
Director of Lending Operations

EXECUTED as a **DEED** by **Leysdown Bakery Limited, as Mortgagor,** acting by ~~two~~ one director~~s~~/a ~~director and its secretary~~

Signature of Director

KEITH ALAN BOYCE

Name of Director (in BLOCK CAPITALS)

in the presence of

TIMOTHY J. BANCROFT
B.A. (HONS) SOLICITOR
77 HIGH STREET
SHEERNESS, KENT
ME12 1TY

Signature of Director/Secretary

Name of Director/Secretary (in BLOCK CAPITALS)

I hereby certify this to be a true copy of the corresponding page of the original

Signed

Dated 17.4.2018

T.J. Bancroft Solicitor

EXECUTED as a **DEED** by **Leysdown Bakery Limited, as Principal Debtor,** acting by ~~two~~ directors~~/a director and its secretary~~

in the presence of

TIMOTHY J. BANCROFT
B.A. (HONS) SOLICITOR
77 HIGH STREET
SHEERNESS, KENT
ME12 1TY

Signature of Director

KEITH ALAN BOYCE

Name of Director (in BLOCK CAPITALS)

Signature of Director/Secretary

Name of Director/Secretary (in BLOCK CAPITALS)

I hereby certify this to be a true copy of the corresponding page of the original

Signed

Dated 17.4.18

T.J. Bancroft Solicitor

Companies House

CS01 (ef)

Confirmation Statement

Company Name: **LEYSDOWN BAKERY LIMITED**
Company Number: **04155959**

Received for filing in Electronic Format on the: **16/02/2018**

X6ZXEPQH

Company Name: **LEYSDOWN BAKERY LIMITED**

Company Number: **04155959**

Confirmation Statement date: **07/02/2018**

Full details of Shareholders

The details below relate to individuals/corporate bodies that were shareholders during the review period or that had ceased to be shareholders since the date of the previous confirmation statement.

Shareholder information for a non-traded company as at the confirmation statement date is shown below

Shareholding 1:	**25 transferred on 2017-12-01**
	25 ORDINARY shares held as at the date of this confirmation statement
Name:	**KEITH BOYCE**
Shareholding 2:	**25 transferred on 2017-12-01**
	25 ORDINARY shares held as at the date of this confirmation statement
Name:	**KAREN BOYCE**
Shareholding 3:	**50 ORDINARY shares held as at the date of this confirmation statement**
Name:	**TOMMY BOYCE**

Confirmation Statement

I confirm that all information required to be delivered by the company to the registrar in relation to the confirmation period concerned either has been delivered or is being delivered at the same time as the confirmation statement

Authorisation

Authenticated

This form was authorised by one of the following:

Director, Secretary, Person Authorised, Charity Commission Receiver and Manager, CIC Manager, Judicial Factor

Registered number: 4155959

LEYSDOWN BAKERY LIMITED

UNAUDITED

FINANCIAL STATEMENTS

FOR THE YEAR ENDED 31 MARCH 2017

SATURDAY

A6EL4WMA

A09 09/09/2017 #5

COMPANIES HOUSE

LEYSDOWN BAKERY LIMITED
REGISTERED NUMBER: 4155959

BALANCE SHEET
AS AT 31 MARCH 2017

	Note		2017 £		*2016 £*
Fixed assets					
Tangible assets	4		**297,099**		*304,178*
			297,099		*304,178*
Current assets					
Stocks	5	**3,750**		*4,880*	
Debtors	6	**34,880**		*32,106*	
Cash at bank and in hand	7	**23,550**		*39,419*	
		62,180		*76,405*	
Creditors: amounts falling due within one year	8	**(55,379)**		*(74,330)*	
Net current assets			**6,801**		*2,075*
Total assets less current liabilities			**303,900**		*306,253*
Creditors: amounts falling due after more than one year	9		**(146,020)**		*(160,758)*
Provisions for liabilities					
Deferred tax	13	**(7,021)**		*(8,511)*	
			(7,021)		*(8,511)*
Net assets			**150,859**		*136,984*
Capital and reserves					
Called up share capital			**10**		*10*
Profit and loss account			**150,849**		*136,974*
			150,859		*136,984*

The director considers that the Company is entitled to exemption from audit under section 477 of the Companies Act 2006 and members have not required the Company to obtain an audit for the year in question in accordance with section 476 of Companies Act 2006.

The director acknowledges his responsibilities for complying with the requirements of the Companies Act 2006 with respect to accounting records and the preparation of financial statements.

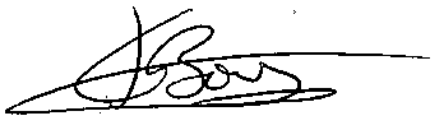
The financial statements have been prepared in accordance with the provisions applicable to companies subject to the small companies' regime and in accordance with the provisions of FRS 102 Section 1A - small entities.

The financial statements have been delivered in accordance with the provisions applicable to companies subject to the small companies regime.

BALANCE SHEET (CONTINUED)
AS AT 31 MARCH 2017

The Company has opted not to file the statement of income and retained earnings in accordance with provisions applicable to companies subject to the small companies' regime.

The financial statements were approved and authorised for issue by the board and were signed on its behalf on 31 July 2017.



Mr Keith Boyce
Director

NOTES TO THE FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 MARCH 2017

1. Accounting policies

1.1 Basis of preparation of financial statements

The financial statements have been prepared under the historical cost convention unless otherwise specified within these accounting policies and in accordance with Section 1A of Financial Reporting Standard 102, the Financial Reporting Standard applicable in the UK and the Republic of Ireland and the Companies Act 2006.

The following principal accounting policies have been applied:

1.2 Revenue recognition

Revenue is recognised to the extent that it is probable that the economic benefits will flow to the Company and the revenue can be reliably measured. Revenue is measured as the fair value of the consideration received or receivable, excluding discounts, rebates, value added tax and other sales taxes. The following criteria must also be met before revenue is recognised:

Sale of goods

Revenue from the sale of goods is recognised when all of the following conditions are satisfied:

- the Company has transferred the significant risks and rewards of ownership to the buyer;
- the Company retains neither continuing managerial involvement to the degree usually associated with ownership nor effective control over the goods sold;
- the amount of revenue can be measured reliably;
- it is probable that the Company will receive the consideration due under the transaction; and
- the costs incurred or to be incurred in respect of the transaction can be measured reliably.

Rendering of services

Revenue from a contract to provide services is recognised in the period in which the services are provided in accordance with the stage of completion of the contract when all of the following conditions are satisfied:

- the amount of revenue can be measured reliably;
- it is probable that the Company will receive the consideration due under the contract;
- the stage of completion of the contract at the end of the reporting period can be measured reliably; and
- the costs incurred and the costs to complete the contract can be measured reliably.

1.3 Tangible fixed assets

Tangible fixed assets under the cost model are stated at historical cost less accumulated depreciation and any accumulated impairment losses. Historical cost includes expenditure that is directly attributable to bringing the asset to the location and condition necessary for it to be capable of operating in the manner intended by management.

1. Accounting policies (continued)

1.3 Tangible fixed assets (continued)

Depreciation is charged so as to allocate the cost of assets less their residual value over their estimated useful lives, on a reducing balance basis.

Depreciation is provided on the following basis:

Freehold property	-	Not depreciated
Long-term leasehold property	-	Over the years of the lease
Plant and machinery	-	25% redicing balance
Motor vehicles	-	25% reducing balance
Fixtures and fittings	-	25% reducing balance
Office equipment	-	25% reducing balance

The assets' residual values, useful lives and depreciation methods are reviewed, and adjusted prospectively if appropriate, or if there is an indication of a significant change since the last reporting date.

Gains and losses on disposals are determined by comparing the proceeds with the carrying amount and are recognised in the Statement of income and retained earnings.

1.4 Stocks

Stocks are stated at the lower of cost and net realisable value, being the estimated selling price less costs to complete and sell. Cost is based on the cost of purchase on a cost and net realisable valuebasis. Work in progress and finished goods include labour and attributable overheads.

At each balance sheet date, stocks are assessed for impairment. If stock is impaired, the carrying amount is reduced to its selling price less costs to complete and sell. The impairment loss is recognised immediately in profit or loss.

1.5 Debtors

Short term debtors are measured at transaction price, less any impairment. Loans receivable are measured initially at fair value, net of transaction costs, and are measured subsequently at amortised cost using the effective interest method, less any impairment.

1.6 Cash and cash equivalents

Cash is represented by cash in hand and deposits with financial institutions repayable without penalty on notice of not more than 24 hours. Cash equivalents are highly liquid investments that mature in no more than three months from the date of acquisition and that are readily convertible to known amounts of cash with insignificant risk of change in value.

1.7 Financial instruments

The Company only enters into basic financial instruments transactions that result in the recognition of financial assets and liabilities like trade and other debtors and creditors, loans from banks and other third parties, loans to related parties and investments in non-puttable ordinary shares.

Debt instruments (other than those wholly repayable or receivable within one year), including loans and other accounts receivable and payable, are initially measured at present value of the future cash flows and subsequently at amortised cost using the effective interest method. Debt instruments that

1. Accounting policies (continued)

1.7 Financial instruments (continued)

are payable or receivable within one year, typically trade debtors and creditors, are measured, initially and subsequently, at the undiscounted amount of the cash or other consideration expected to be paid or received. However, if the arrangements of a short-term instrument constitute a financing transaction, like the payment of a trade debt deferred beyond normal business terms or financed at a rate of interest that is not a market rate or in case of an out-right short-term loan not at market rate, the financial asset or liability is measured, initially, at the present value of the future cash flow discounted at a market rate of interest for a similar debt instrument and subsequently at amortised cost.

Investments in non-convertible preference shares and in non-puttable ordinary and preference shares are measured:

- at fair value with changes recognised in the Statement of income and retained earnings if the shares are publicly traded or their fair value can otherwise be measured reliably;
- at cost less impairment for all other investments.

Financial assets that are measured at cost and amortised cost are assessed at the end of each reporting period for objective evidence of impairment. If objective evidence of impairment is found, an impairment loss is recognised in the Statement of income and retained earnings.

For financial assets measured at amortised cost, the impairment loss is measured as the difference between an asset's carrying amount and the present value of estimated cash flows discounted at the asset's original effective interest rate. If a financial asset has a variable interest rate, the discount rate for measuring any impairment loss is the current effective interest rate determined under the contract.

For financial assets measured at cost less impairment, the impairment loss is measured as the difference between an asset's carrying amount and best estimate of the recoverable amount, which is an approximation of the amount that the Company would receive for the asset if it were to be sold at the balance sheet date.

Financial assets and liabilities are offset and the net amount reported in the Balance sheet when there is an enforceable right to set off the recognised amounts and there is an intention to settle on a net basis or to realise the asset and settle the liability simultaneously.

1.8 Creditors

Short term creditors are measured at the transaction price. Other financial liabilities, including bank loans, are measured initially at fair value, net of transaction costs, and are measured subsequently at amortised cost using the effective interest method.

1.9 Finance costs

Finance costs are charged to the Statement of income and retained earnings over the term of the debt using the effective interest method so that the amount charged is at a constant rate on the carrying amount. Issue costs are initially recognised as a reduction in the proceeds of the associated capital instrument.

1. Accounting policies (continued)

1.10 Dividends

Equity dividends are recognised when they become legally payable. Interim equity dividends are recognised when paid. Final equity dividends are recognised when approved by the shareholders at an annual general meeting. Dividends on shares recognised as liabilities are recognised as expenses and classified within interest payable.

1.11 Operating leases: the Company as lessee

Rentals paid under operating leases are charged to the Statement of income and retained earnings on a straight line basis over the lease term.

Benefits received and receivable as an incentive to sign an operating lease are recognised on a straight line basis over the lease term, unless another systematic basis is representative of the time pattern of the lessee's benefit from the use of the leased asset.

The Company has taken advantage of the optional exemption available on transition to FRS 102 which allows lease incentives on leases entered into before the date of transition to the standard 01 April 2015 to continue to be charged over the period to the first market rent review rather than the term of the lease.

1.12 Borrowing costs

All borrowing costs are recognised in the Statement of income and retained earnings in the year in which they are incurred.

1.13 Provisions for liabilities

Provisions are made where an event has taken place that gives the Company a legal or constructive obligation that probably requires settlement by a transfer of economic benefit, and a reliable estimate can be made of the amount of the obligation.

Provisions are charged as an expense to the Statement of income and retained earnings in the year that the Company becomes aware of the obligation, and are measured at the best estimate at the Balance sheet date of the expenditure required to settle the obligation, taking into account relevant risks and uncertainties.

When payments are eventually made, they are charged to the provision carried in the Balance sheet.

1. Accounting policies (continued)

1.14 Current and deferred taxation

The tax expense for the year comprises current and deferred tax. Tax is recognised in the Statement of income and retained earnings, except that a charge attributable to an item of income and expense recognised as other comprehensive income or to an item recognised directly in equity is also recognised in other comprehensive income or directly in equity respectively.

The current income tax charge is calculated on the basis of tax rates and laws that have been enacted or substantively enacted by the balance sheet date in the countries where the Company operates and generates income.

Deferred tax balances are recognised in respect of all timing differences that have originated but not reversed by the Balance sheet date, except that:

- The recognition of deferred tax assets is limited to the extent that it is probable that they will be recovered against the reversal of deferred tax liabilities or other future taxable profits; and
- Any deferred tax balances are reversed if and when all conditions for retaining associated tax allowances have been met.

Deferred tax balances are not recognised in respect of permanent differences except in respect of business combinations, when deferred tax is recognised on the differences between the fair values of assets acquired and the future tax deductions available for them and the differences between the fair values of liabilities acquired and the amount that will be assessed for tax. Deferred tax is determined using tax rates and laws that have been enacted or substantively enacted by the balance sheet date.

2. General information

The company is a limited liability company incorporated in England. The principal place of business is 20-22 Leysdown Road, Leysdown , Isle of sheppey ,Kent ME12 .

3. Employees

The average monthly number of employees, including directors, during the year was 20 *(2016 - 20)*.

4. Tangible fixed assets

	Freehold property £	Long-term leasehold property £	Plant and machinery £	Motor vehicles £	Fixtures and fittings £
Cost or valuation					
At 1 April 2016	**255,660**	**4,840**	**81,575**	**16,804**	**2,000**
Additions	-	-	**6,294**	-	-
At 31 March 2017	**255,660**	**4,840**	**87,869**	**16,804**	**2,000**

4. Tangible fixed assets (continued)

Depreciation					
At 1 April 2016	-	**2,018**	**48,402**	**4,906**	**1,525**
Charge for the year on owned assets	-	**353**	**9,887**	**2,975**	**119**
At 31 March 2017	-	**2,371**	**58,289**	**7,881**	**1,644**
Net book value					
At 31 March 2017	**255,660**	**2,469**	**29,580**	**8,923**	**356**
At 31 March 2016	*255,660*	*2,822*	*33,173*	*11,898*	*475*

	Office equipment £	Total £
Cost or valuation		
At 1 April 2016	**2,385**	**363,264**
Additions	-	**6,294**
At 31 March 2017	**2,385**	**369,558**
Depreciation		
At 1 April 2016	**2,234**	**59,085**
Charge for the year on owned assets	**38**	**13,372**
At 31 March 2017	**2,272**	**72,457**
Net book value		
At 31 March 2017	**113**	**297,101**
At 31 March 2016	*150*	*304,178*

4. Tangible fixed assets (continued)

The net book value of land and buildings may be further analysed as follows:

	2017 £	2016 £
Freehold	**255,660**	*255,660*
Long leasehold	**2,469**	*2,822*
	258,129	*258,482*

5. Stocks

	2017 £	2016 £
Raw materials and consumables	**3,750**	*4,880*
	3,750	*4,880*

Stock recognised in cost of sales during the year as an expense was £ *(2016 - £4800)*.

6. Debtors

	2017 £	2016 £
Due after more than one year		
Amounts owed by joint ventures and associated undertakings	**30,000**	*30,000*
	30,000	*30,000*
Due within one year		
Trade debtors	**4,642**	-
Other debtors	**238**	*2,106*
	34,880	*32,106*

7. Cash and cash equivalents

	2017 £	2016 £
Cash at bank and in hand	**23,550**	*39,419*
	23,550	*39,419*

8. Creditors: Amounts falling due within one year

	2017 £	2016 £
Bank loans	**17,814**	*17,814*
Corporation tax	**18,198**	*7,951*
Other taxation and social security	**2,686**	*2,269*
Obligations under finance lease and hire purchase contracts	**3,697**	*2,220*
Other creditors	**10,184**	*25,576*
Accruals and deferred income	**2,800**	*18,500*
	55,379	*74,330*

	2017 £	2016 £
Other taxation and social security		
PAYE/NI control	**2,686**	*2,269*
	2,686	*2,269*

Secured loans

The loan is secured by a standard bank debenture on the property known as 20-22 Leysdown Road ,Leysdown , Kent ME12 4RE.

9. Creditors: Amounts falling due after more than one year

	2017 £	2016 £
Bank loans	**139,344**	*149,642*
Net obligations under finance leases and hire purchase contracts	**6,676**	*11,116*
	146,020	*160,758*

Secured loans

The loan is secured on the freehold of the property at 20-22 Leysdown Road,Leysdown, Kent ME12.

10. Loans

Analysis of the maturity of loans is given below:

	2017 £	2016 £
Amounts falling due within one year		
Bank loans	**17,814**	*17,814*
	17,814	*17,814*
Amounts falling due 2-5 years		
Bank loans	**71,256**	*71,256*
	71,256	*71,256*
Amounts falling due after more than 5 years		
Bank loans	**68,088**	*78,386*
	68,088	*78,386*
	157,158	*167,456*

11. Hire purchase and finance leases

	2017 £	2016 £
Within one year	**3,696**	*2,220*
Between 1-2 years	**6,403**	*11,116*
	10,099	*13,336*

12. Financial instruments

	2017 £	2016 £
Financial assets		
Financial assets measured at fair value through profit or loss	**23,550**	*39,419*
Financial assets that are debt instruments measured at amortised cost	**34,880**	*32,106*
	58,430	*71,525*
Financial liabilities		
Financial liabilities measured at amortised cost	**(159,958)**	*(185,956)*
	(159,958)	*(185,956)*

Financial assets measured at fair value through profit or loss comprise...

13. Deferred taxation

	2017 £	2016 £
At beginning of year	**(8,511)**	*(4,255)*
Charged to profit or loss	**-**	*(4,256)*
Utilised in year	**1,490**	-
At end of year	**(7,021)**	*(8,511)*

13. Deferred taxation (continued)

The provision for deferred taxation is made up as follows:

	2017 £	*2016* *£*
Accelerated capital allowances	**(7,021)**	*(8,511)*
	(7,021)	*(8,511)*

Companies House

PSC01 (ef)

Notice of Individual Person with Significant Control

Company Name: **LEYSDOWN BAKERY LIMITED**
Company Number: **04155959**

Received for filing in Electronic Format on the: **16/02/2018**

X6ZXEFFC

Notification Details

Date that person became registrable: **01/12/2017**

Name: **MR TOMMY BOYCE**

Service address recorded as Company's registered office

Country/State Usually Resident: **ENGLAND**

Date of Birth: ****/03/1983**

Nationality: **BRITISH**

Nature of control

The person holds, directly or indirectly, more than 25% but not more than 50% of the shares in the company.

The person holds, directly or indirectly, more than 25% but not more than 50% of the voting rights in the company.

Register entry date

Register entry date **01/12/2017**

Authorisation

Authenticated

This form was authorised by one of the following:

Director, Secretary, Person Authorised, Administrator, Administrative Receiver, Receiver, Receiver manager, Charity Commission Receiver and Manager, CIC Manager, Judicial Factor

In accordance with Section 555 of the Companies Act 2006.

SH01
Return of allotment of shares

Companies House

Go online to file this information
www.gov.uk/companieshouse

✓ **What this form is for**
You may use this form to give notice of shares allotted following incorporation.

X **What this form is NOT fo**
You cannot use this form t notice of shares taken by s on formation of the compa for an allotment of a new c shares by an unlimited com

TUESDAY

A6FSOURK
A14 26/09/2017 #1
COMPANIES HOUSE

1 Company details

Company number	0 4 1 5 5 9 5 9
Company name in full	LEYSDOWN BAKERY LIMITED

→ **Filling in this form**
Please complete in typescript or in bold black capitals.

All fields are mandatory unless specified or indicated by *

2 Allotment dates ❶

From Date	d1 d0 m0 m9 y2 y0 y1 y7
To Date	d d m m y y y y

❶ **Allotment date**
If all shares were allotted on the same day enter that date in the 'from date' box. If shares were allotted over a period of time, complete both 'from date' and 'to date' boxes.

3 Shares allotted

Please give details of the shares allotted, including bonus shares.
(Please use a continuation page if necessary.)

❷ **Currency**
If currency details are not completed we will assume currency is in pound sterling.

Currency ❷	Class of shares (E.g. Ordinary/Preference etc.)	Number of shares allotted	Nominal value of each share	Amount paid (including share premium) on each share	Amount (if any) unpaid (including share premium) on each share
GBP	ORDINARY	90	£1	£1	NIL

If the allotted shares are fully or partly paid up otherwise than in cash, please state the consideration for which the shares were allotted.

Continuation page
Please use a continuation page if necessary.

Details of non-cash consideration.

If a PLC, please attach valuation report (if appropriate)

SH01
Return of allotment of shares

4 Statement of capital

Complete the table(s) below to show the issued share capital at the date to which this return is made up.

Complete a separate table for each currency (if appropriate). For example, add pound sterling in 'Currency table A' and Euros in 'Currency table B'.

Please use a Statement of Capital continuation page if necessary.

Currency table A

Currency Complete a separate table for each currency	Class of shares E.g. Ordinary/Preference etc.	Number of shares	Aggregate nominal value (£, €, $, etc) Number of shares issued multiplied by nominal value	Total aggregate amount unpaid, if any (£, €, $, etc) Including both the nominal value and any share premium
GBP	ORDINARY	100	£100	
	Totals	100	£100	NIL

Currency table B

	Totals			

Currency table C

	Totals			

	Total number of shares	Total aggregate nominal value ❶	Total aggregate amount unpaid ❶
Totals (including continuation pages)	100	£100	NIL

❶ Please list total aggregate values in different currencies separately. For example: £100 + €100 + $10 etc.

SH01
Return of allotment of shares

5 Statement of capital (prescribed particulars of rights attached to shares)

Please give the prescribed particulars of rights attached to shares for each class of share shown in the share capital tables in **Section 4**.

Class of share	ORDINARY
Prescribed particulars ❶	The ordinary shares have full rights in the company with respect to voting , dividend and capital distribution.
Class of share	
Prescribed particulars ❶	
Class of share	
Prescribed particulars ❶	

❶ Prescribed particulars of rights attached to shares

The particulars are:
- a particulars of any voting rights, including rights that arise only in certain circumstances;
- b particulars of any rights, as respects dividends, to participate in a distribution;
- c particulars of any rights, as respects capital, to participate in a distribution (including on winding up); and
- d whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder.

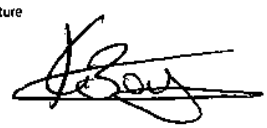
A separate table must be used for each class of share.

Continuation page
Please use a Statement of Capital continuation page if necessary.

6 Signature

I am signing this form on behalf of the company.

Signature

Signature
X  X

This form may be signed by:
Director ❷, Secretary, ~~Person~~ authorised ❸, ~~Administrator~~, Administ~~rative~~ receiver, Receiver, Receiver manager, ~~CIC manager~~.

❷ Societas Europaea
If the form is being filed on behalf of a Societas Europaea (SE) please delete 'director' and insert details of which organ of the SE the person signing has membership.

❸ Person authorised
Under either section 270 or 274 of the Companies Act 2006.

SH01
Return of allotment of shares

Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name: Andreas Charalambides

Company name: Andrew & Co

Address: 3 Lyncroft Gardens

Post town: Hounslow

County/Region: Middlesex

Postcode: T W 3 2 Q T

Country: UK

DX

Telephone

Checklist

We may return the forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have shown the date(s) of allotment in section 2.
- ☐ You have completed all appropriate share details in section 3.
- ☐ You have completed the relevant sections of the statement of capital.
- ☐ You have signed the form.

Important information

Please note that all information on this form will appear on the public record.

Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.

Further information

For further information please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse

Registered number: 4155959

LEYSDOWN BAKERY LIMITED

UNAUDITED

DIRECTOR'S REPORT AND FINANCIAL STATEMENTS

FOR THE YEAR ENDED 31 MARCH 2016

SATURDAY
COMPANIES HOUSE
A5D9XLA0
A11 13/08/2016 #128

LEYSDOWN BAKERY LIMITED

COMPANY INFORMATION

DIRECTOR	Mr K Boyce
COMPANY SECRETARY	Mrs K Boyce
REGISTERED NUMBER	4155959
REGISTERED OFFICE	20-22 Leysdown Road Leysdown Kent ME12 4RE
ACCOUNTANT	ANDREW & CO Chartered Certified Accountants 3 Lyncroft Gardens Hounslow Middlesex TW3 2QT

LEYSDOWN BAKERY LIMITED

CONTENTS

	Page
Director's report	1
Accountant's report	2
Profit and loss account	3
Balance sheet	4 - 5
Notes to the financial statements	6 - 11

DIRECTOR'S REPORT
FOR THE YEAR ENDED 31 MARCH 2016

The director presents his report and the unaudited financial statements for the year ended 31 March 2016.

DIRECTOR

The director who served during the year and his interest in the company's issued share capital was:

	Ordinary shares of £1 each	
	31/3/16	*1/4/15*
Mr K Boyce	**5**	*5*

This report has been prepared in accordance with the provisions applicable to companies subject to the small companies regime.

This report was approved by the board on 29 July 2016 and signed on its behalf.

Mr K Boyce
Director

REPORT TO THE DIRECTOR ON THE PREPARATION OF THE UNAUDITED STATUTORY FINANCIAL STATEMENTS OF LEYSDOWN BAKERY LIMITED FOR THE YEAR ENDED 31 MARCH 2016

In order to assist you to fulfil your duties under the Companies Act 2006, I have prepared for your approval the financial statements of LEYSDOWN BAKERY LIMITED for the year ended 31 March 2016 which comprise the Profit and loss account, the Balance sheet and the related notes from the company's accounting records and from information and explanations you have given to me.

As a practising member of the Association of Chartered Certified Accountants, I am subject to its ethical and other professional requirements which are detailed at http://www.accaglobal.com/en/member/professional-standards/rules-standards/acca-rulebook.html.

My work has been undertaken in accordance with the requirements of the Association of Chartered Certified Accountants as detailed at http://www.accaglobal.com/content/dam/ACCA_Global/Technical/fact/technical-factsheet-163.pdf.

It is your duty to ensure that LEYSDOWN BAKERY LIMITED has kept adequate accounting records and to prepare statutory financial statements that give a true and fair view of the assets, liabilities, financial position and profit of LEYSDOWN BAKERY LIMITED. You consider that LEYSDOWN BAKERY LIMITED is exempt from the statutory audit requirement for the year.

Andrew & Co

ANDREW & CO

Chartered Certified Accountants

3 Lyncroft Gardens
Hounslow
Middlesex
TW3 2QT

29 July 2016

PROFIT AND LOSS ACCOUNT
FOR THE YEAR ENDED 31 MARCH 2016

	Note	2016 £	*2015 £*
TURNOVER	1	**921,747**	*888,697*
Cost of sales		**(423,034)**	*(387,179)*
GROSS PROFIT		**498,713**	*501,518*
Administrative expenses		**(430,139)**	*(343,378)*
OPERATING PROFIT	2	**68,574**	*158,140*
Interest payable and similar charges		**(8,713)**	*(8,677)*
PROFIT ON ORDINARY ACTIVITIES BEFORE TAXATION		**59,861**	*149,463*
Tax on profit on ordinary activities	4	**(12,204)**	*(29,963)*
PROFIT FOR THE FINANCIAL YEAR	12	**47,657**	*119,500*

The notes on pages 6 to 11 form part of these financial statements.

LEYSDOWN BAKERY LIMITED
REGISTERED NUMBER: 4155959

BALANCE SHEET
AS AT 31 MARCH 2016

	Note	£	2016 £	£	*2015 £*
FIXED ASSETS					
Tangible assets	5		**304,180**		*284,926*
CURRENT ASSETS					
Stocks	6	**4,880**		*4,210*	
Debtors	7	**32,106**		*43,019*	
Cash at bank and in hand		**39,419**		*41,264*	
		76,405		*88,493*	
CREDITORS: amounts falling due within one year	8	**(74,330)**		*(65,909)*	
NET CURRENT ASSETS			**2,075**		*22,584*
TOTAL ASSETS LESS CURRENT LIABILITIES			**306,255**		*307,510*
CREDITORS: amounts falling due after more than one year	9		**(160,758)**		*(159,926)*
PROVISIONS FOR LIABILITIES					
Deferred tax	10		**(8,511)**		*(4,255)*
NET ASSETS			**136,986**		*143,329*
CAPITAL AND RESERVES					
Called up share capital	11		**10**		*10*
Profit and loss account	12		**136,976**		*143,319*
SHAREHOLDERS' FUNDS	13		**136,986**		*143,329*

The director considers that the company is entitled to exemption from the requirement to have an audit under the provisions of section 477 of the Companies Act 2006 ("the Act") and members have not required the company to obtain an audit for the year in question in accordance with section 476 of the Act.

The director acknowledges his responsibilities for complying with the requirements of the Companies Act 2006 with respect to accounting records and for preparing financial statements which give a true and fair view of the state of affairs of the company as at 31 March 2016 and of its profit for the year in accordance with the requirements of sections 394 and 395 of the Act and which otherwise comply with the requirements of the Companies Act 2006 relating to financial statements, so far as applicable to the company.

The financial statements have been prepared in accordance with the special provisions applicable to small companies within Part 15 of the Companies Act 2006 and in accordance with the Financial Reporting Standard for Smaller Entities (effective January 2015).

BALANCE SHEET (continued)
AS AT 31 MARCH 2016

The financial statements were approved and authorised for issue by the board and were signed on its behalf on 29 July 2016.

Mr K Boyce
Director

The notes on pages 6 to 11 form part of these financial statements.

NOTES TO THE FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 MARCH 2016

1. ACCOUNTING POLICIES

1.1 Basis of preparation of financial statements

The financial statements have been prepared under the historical cost convention and in accordance with the Financial Reporting Standard for Smaller Entities (effective January 2015).

1.2 Turnover

Turnover comprises revenue recognised by the company in respect of goods and services supplied during the year, exclusive of Value Added Tax and trade discounts.

1.3 Tangible fixed assets and depreciation

Tangible fixed assets are stated at cost less depreciation. Depreciation is provided at rates calculated to write off the cost of fixed assets, less their estimated residual value, over their expected useful lives on the following bases:

Freehold property	-	Not depreciated
Long-term leasehold property	-	Over the years of the lease
Plant and machinery	-	25% reducing balance
Motor vehicles	-	25% reducing balance
Fixtures and fittings	-	25% reducing balance
Office equipment	-	25% reducing balance

1.4 Leasing and hire purchase

Assets obtained under hire purchase contracts and finance leases are capitalised as tangible fixed assets. Assets acquired by finance lease are depreciated over the shorter of the lease term and their useful lives. Assets acquired by hire purchase are depreciated over their useful lives. Finance leases are those where substantially all of the benefits and risks of ownership are assumed by the company. Obligations under such agreements are included in creditors net of the finance charge allocated to future periods. The finance element of the rental payment is charged to the Profit and loss account so as to produce a constant periodic rate of charge on the net obligation outstanding in each period.

1.5 Operating leases

Rentals under operating leases are charged to the Profit and loss account on a straight line basis over the lease term.

Benefits received and receivable as an incentive to sign an operating lease are recognised on a straight line basis over the period until the date the rent is expected to be adjusted to the prevailing market rate.

1.6 Stocks

Stocks are valued at the lower of cost and net realisable value after making due allowance for obsolete and slow-moving stocks. Cost includes all direct costs and an appropriate proportion of fixed and variable overheads.

1. ACCOUNTING POLICIES (continued)

1.7 Deferred taxation

Full provision is made for deferred tax assets and liabilities arising from all timing differences between the recognition of gains and losses in the financial statements and recognition in the tax computation.

A net deferred tax asset is recognised only if it can be regarded as more likely than not that there will be suitable taxable profits from which the future reversal of the underlying timing differences can be deducted.

Deferred tax assets and liabilities are calculated at the tax rates expected to be effective at the time the timing differences are expected to reverse.

Deferred tax assets and liabilities are not discounted.

2. OPERATING PROFIT

The operating profit is stated after charging:

	2016 £	*2015* *£*
Depreciation of tangible fixed assets:		
- owned by the company	**15,232**	*8,633*

3. DIRECTOR'S REMUNERATION

	2016 £	*2015* *£*
Aggregate remuneration	**12,000**	*12,000*

4. TAXATION

	2016 £	*2015* *£*
Analysis of tax charge in the year		
Current tax		
UK corporation tax charge on profit for the year	**7,948**	*28,720*
Deferred tax (see note 10)		
Origination and reversal of timing differences	**4,256**	*1,243*
Tax on profit on ordinary activities	**12,204**	*29,963*

5. TANGIBLE FIXED ASSETS

	Freehold property £	Long-term leasehold property £	Plant and machinery £	Motor vehicles £	Fixtures and fittings £
Cost					
At 1 April 2015	**255,660**	**4,840**	**61,833**	**1,708**	**2,000**
Additions	-	-	**19,743**	**15,096**	-
At 31 March 2016	**255,660**	**4,840**	**81,576**	**16,804**	**2,000**
Depreciation					
At 1 April 2015	-	**1,665**	**37,344**	**940**	**1,367**
Charge for the year	-	**353**	**11,058**	**3,966**	**158**
At 31 March 2016	-	**2,018**	**48,402**	**4,906**	**1,525**
Net book value					
At 31 March 2016	**255,660**	**2,822**	**33,174**	**11,898**	**475**
At 31 March 2015	*255,660*	*3,175*	*24,489*	*768*	*633*

	Office equipment £	Total £
Cost		
At 1 April 2015	**2,385**	**328,426**
Additions	-	**34,839**
At 31 March 2016	**2,385**	**363,265**
Depreciation		
At 1 April 2015	**2,184**	**43,500**
Charge for the year	**50**	**15,585**
At 31 March 2016	**2,234**	**59,085**
Net book value		
At 31 March 2016	**151**	**304,180**
At 31 March 2015	*201*	*284,926*

The net book value of assets held under finance leases or hire purchase contracts, included above, are as follows:

	2016 £	2015 £
Motor vehicles	**11,322**	-

NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 31 MARCH 2016

6. STOCKS

	2016	2015
	£	£
Raw materials	**4,880**	*4,210*

7. DEBTORS

	2016	2015
	£	£
Due after more than one year		
Amounts owed by undertakings in which the company has a participating interest	**30,000**	*30,000*
Due within one year		
Trade debtors	**-**	*7,354*
Other debtors	**2,106**	*5,665*
	32,106	*43,019*

8. CREDITORS:
Amounts falling due within one year

	2016	2015
	£	£
Bank loans and overdrafts	**17,814**	*17,814*
Net obligations under finance leases and hire purchase contracts	**2,220**	-
Corporation tax	**7,951**	*28,720*
Other taxation and social security	**2,269**	*814*
Other creditors	**44,076**	*18,561*
	74,330	*65,909*

9. CREDITORS:
Amounts falling due after more than one year

	2016	2015
	£	£
Bank loans	**149,642**	*159,926*
Net obligations under finance leases and hire purchase contracts	**11,116**	-
	160,758	*159,926*

9. CREDITORS:
Amounts falling due after more than one year (continued)

Creditors include amounts not wholly repayable within 5 years as follows:

	2016	2015
	£	£
Repayable by instalments	**78,386**	*88,670*

10. DEFERRED TAXATION

	2016	2015
	£	£
At beginning of year	**4,255**	*3,012*
Charge for year (P&L)	**4,256**	*1,243*
At end of year	**8,511**	*4,255*

The provision for deferred taxation is made up as follows:

	2016	2015
	£	£
Accelerated capital allowances	**8,511**	*4,255*

11. SHARE CAPITAL

	2016	2015
	£	£
Allotted, called up and fully paid		
10 Ordinary shares of £1 each	**10**	*10*

12. RESERVES

	Profit and loss account
	£
At 1 April 2015	**143,319**
Profit for the financial year	**47,657**
Dividends: Equity capital	**(54,000)**
At 31 March 2016	**136,976**

13. RECONCILIATION OF MOVEMENT IN SHAREHOLDERS' FUNDS

	2016	*2015*
	£	*£*
Opening shareholders' funds	**143,329**	*78,819*
Profit for the financial year	**47,657**	*119,500*
Dividends (Note 14)	**(54,000)**	*(55,000)*
Shares issued during the year	**-**	*10*
Closing shareholders' funds	**136,986**	*143,329*

14. DIVIDENDS

	2016	*2015*
	£	*£*
Dividends paid on equity capital	**54,000**	*55,000*

15. OPERATING LEASE COMMITMENTS

At 31 March 2016 the company had annual commitments under non-cancellable operating leases as follows:

	2016	*2015*
	£	*£*
Expiry date:		
Within 1 year	**53,065**	*45,998*

Companies House

CS01 (ef)

Confirmation Statement

Company Name: **LEYSDOWN BAKERY LIMITED**
Company Number: **04155959**

Received for filing in Electronic Format on the:**21/02/2017**

X60PT0XN

Company Name: **LEYSDOWN BAKERY LIMITED**

Company Number: **04155959**

Confirmation Statement date: **07/02/2017**

Statement of Capital (Share Capital)

Class of Shares:	**ORDINARY**	Number allotted	**10**
Currency:	**GBP**	Aggregate nominal value:	**10**

Prescribed particulars

NONE

Statement of Capital (Totals)

Currency:	**GBP**	Total number of shares:	**10**
		Total aggregate nominal value:	**10**
		Total aggregate amount unpaid:	**0**

Persons with Significant Control (PSC)

PSC notifications

Notification Details

Date that person became registrable: **06/04/2016**

Name: **MR KEITH ALAN BOYCE**

Service address recorded as Company's registered office

Country/State Usually Resident: **ENGLAND**

Date of Birth: ****/05/1963**

Nationality: **BRITISH**

Nature of control

The person holds, directly or indirectly, more than 25% but not more than 50% of the shares in the company.

Notification Details

Date that person became registrable: **06/04/2016**

Name: **MRS KAREN ANN BOYCE**

Service address recorded as Company's registered office

Country/State Usually Resident: **ENGLAND**

Date of Birth: ****/12/1964**

Nationality: **BRITISH**

Nature of control

The person holds, directly or indirectly, more than 25% but not more than 50% of the shares in the company.

Confirmation Statement

I confirm that all information required to be delivered by the company to the registrar in relation to the confirmation period concerned either has been delivered or is being delivered at the same time as the confirmation statement

Authorisation

Authenticated

This form was authorised by one of the following:

Director, Secretary, Person Authorised, Charity Commission Receiver and Manager, CIC Manager, Judicial Factor

Registered number: 4155959

LEYSDOWN BAKERY LIMITED

UNAUDITED

ABBREVIATED ACCOUNTS

FOR THE YEAR ENDED 31 MARCH 2015

THURSDAY

A4ENJM6R

A22 27/08/2015 #227

COMPANIES HOUSE

The following reproduces the text of the report in respect of the company's annual financial statements, from which the abbreviated accounts (set out on pages 2 to 5) have been prepared.

REPORT TO THE DIRECTOR ON THE PREPARATION OF THE UNAUDITED STATUTORY FINANCIAL STATEMENTS OF LEYSDOWN BAKERY LIMITED FOR THE YEAR ENDED 31 MARCH 2015

In order to assist you to fulfil your duties under the Companies Act 2006, I have prepared for your approval the financial statements of LEYSDOWN BAKERY LIMITED for the year ended 31 March 2015 which comprise the Profit and loss account, the Balance sheet and the related notes from the company's accounting records and from information and explanations you have given to me.

As a practising member of the Association of Chartered Certified Accountants, I am subject to its ethical and other professional requirements which are detailed at http://www.accaglobal.com/en/member/professional-standards/rules-standards/acca-rulebook.html.

My work has been undertaken in accordance with the requirements of the Association of Chartered Certified Accountants as detailed at http://http://www.accaglobal.com/gb/en/technical-activities/technical-resources-search/2009/october/factsheet-163-audit-exempt-companies.html.

It is your duty to ensure that LEYSDOWN BAKERY LIMITED has kept adequate accounting records and to prepare statutory financial statements that give a true and fair view of the company's assets, liabilities, financial position and profit. You consider that LEYSDOWN BAKERY LIMITED is exempt from the statutory audit requirement for the year.

Andrew & Co

ANDREW & CO

Chartered Certified Accountants

3 Lyncroft Gardens
Hounslow
Middlesex
TW3 2QT

31 July 2015

LEYSDOWN BAKERY LIMITED
REGISTERED NUMBER: 4155959

ABBREVIATED BALANCE SHEET
AS AT 31 MARCH 2015

	Note	£	2015 £	£	*2014 £*
FIXED ASSETS					
Tangible assets	2		**284,926**		*279,037*
CURRENT ASSETS					
Stocks		**4,210**		*3,995*	
Debtors	3	**43,019**		*9,419*	
Cash at bank and in hand		**41,264**		*20,860*	
		88,493		*34,274*	
CREDITORS: amounts falling due within one year		**(65,911)**		*(62,409)*	
NET CURRENT ASSETS/(LIABILITIES)			**22,582**		*(28,135)*
TOTAL ASSETS LESS CURRENT LIABILITIES			**307,508**		*250,902*
CREDITORS: amounts falling due after more than one year	4		**(159,926)**		*(169,063)*
PROVISIONS FOR LIABILITIES					
Deferred tax			**(4,255)**		*(3,012)*
NET ASSETS			**143,327**		*78,827*
CAPITAL AND RESERVES					
Called up share capital	5		**10**		*10*
Profit and loss account			**143,317**		*78,817*
SHAREHOLDERS' FUNDS			**143,327**		*78,827*

The director considers that the company is entitled to exemption from the requirement to have an audit under the provisions of section 477 of the Companies Act 2006 ("the Act") and members have not required the company to obtain an audit for the year in question in accordance with section 476 of the Act.

The director acknowledges his responsibilities for complying with the requirements of the Companies Act 2006 with respect to accounting records and for preparing financial statements which give a true and fair view of the state of affairs of the company as at 31 March 2015 and of its profit for the year in accordance with the requirements of sections 394 and 395 of the Act and which otherwise comply with the requirements of the Companies Act 2006 relating to financial statements, so far as applicable to the company.

ABBREVIATED BALANCE SHEET (continued)
AS AT 31 MARCH 2015

The abbreviated accounts, which have been prepared in accordance with the special provisions relating to companies subject to the small companies regime within Part 15 of the Companies Act 2006, were approved and authorised for issue by the board and were signed on its behalf on 31 July 2015.

Mr Keith Boyce
Director

The notes on pages 4 to 5 form part of these financial statements.

NOTES TO THE ABBREVIATED ACCOUNTS FOR THE YEAR ENDED 31 MARCH 2015

1. ACCOUNTING POLICIES

1.1 Basis of preparation of financial statements

The full financial statements, from which these abbreviated accounts have been extracted, have been prepared under the historical cost convention and in accordance with the Financial Reporting Standard for Smaller Entities (effective April 2008).

1.2 Turnover

Turnover comprises revenue recognised by the company in respect of goods and services supplied during the year, exclusive of Value Added Tax and trade discounts.

1.3 Tangible fixed assets and depreciation

Tangible fixed assets are stated at cost less depreciation. Depreciation is provided at rates calculated to write off the cost of fixed assets, less their estimated residual value, over their expected useful lives on the following bases:

Freehold property	-	Nil Not depreciated
Long-term leasehold property	-	Over the year of the lease
Plant and machinery	-	25% reducing balance
Motor vehicles	-	25% reducing balance
Fixtures and fittings	-	25% reducing balance
Office equipment	-	25% reducing balance

2. TANGIBLE FIXED ASSETS

	£
Cost	
At 1 April 2014	**313,551**
Additions	**14,875**
At 31 March 2015	**328,426**
Depreciation	
At 1 April 2014	**34,514**
Charge for the year	**8,986**
At 31 March 2015	**43,500**
Net book value	
At 31 March 2015	**284,926**
At 31 March 2014	*279,037*

3. DEBTORS

Debtors include £30,000 *(2014 - £NIL)* falling due after more than one year.

NOTES TO THE ABBREVIATED ACCOUNTS FOR THE YEAR ENDED 31 MARCH 2015

4. CREDITORS:

Amounts falling due after more than one year

Creditors include amounts not wholly repayable within 5 years as follows:

	2015	*2014*
	£	£
Repayable by instalments	**88,670**	*97,807*

5. SHARE CAPITAL

	2015	*2014*
	£	£
Allotted, called up and fully paid		
10 Ordinary shares of £1 each	**10**	*10*

Companies House

AR01 (ef)

Annual Return

Received for filing in Electronic Format on the: **26/02/2016**

X51JP5BC

Company Name:	**LEYSDOWN BAKERY LIMITED**
Company Number:	**04155959**
Date of this return:	**07/02/2016**
SIC codes:	**10710**
Company Type:	**Private company limited by shares**
Situation of Registered Office:	**20-22 LEYSDOWN ROAD** **LEYSDOWN** **SHEERNESS** **KENT** **ME12 4RE**

Officers of the company

Company Secretary 1

Type: **Person**

Full forename(s): **KAREN**

Surname: **BOYCE**

Former names:

Service Address: **63 DANES DRIVE**
LEYSDOWN
SHEERNESS
KENT
ME12 4AJ

Company Director 1

Type: **Person**

Full forename(s): **MR KEITH**

Surname: **BOYCE**

Former names:

Service Address: **63 DANES DRIVE**
LEYSDOWN
SHEERNESS
KENT
ME12 4AJ

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/05/1963** *Nationality:* **BRITISH**

Occupation: **BAKER**

Statement of Capital (Share Capital)

Class of shares	**ORDINARY**	*Number allotted*	**10**
		Aggregate nominal value	**10**
Currency	**GBP**	*Amount paid per share*	**0**
		Amount unpaid per share	**0**

Prescribed particulars

NONE

Statement of Capital (Totals)

Currency	**GBP**	*Total number of shares*	**10**
		Total aggregate nominal value	**10**

Full Details of Shareholders

The details below relate to individuals / corporate bodies that were shareholders as at 07/02/2016 or that had ceased to be shareholders since the made up date of the previous Annual Return

A full list of shareholders for the company are shown below

Shareholding 1 : **5 ORDINARY shares held as at the date of this return**
Name: **KEITH BOYCE**

Shareholding 2 : **5 ORDINARY shares held as at the date of this return**
Name: **KAREN BOYCE**

Authorisation

Authenticated

This form was authorised by one of the following:

Director, Secretary, Person Authorised, Charity Commission Receiver and Manager, CIC Manager, Judicial Factor.

Registered number: 4155959

LEYSDOWN BAKERY LIMITED

UNAUDITED

ABBREVIATED ACCOUNTS

FOR THE YEAR ENDED 31 MARCH 2014

FRIDAY
A3BF6W9N
A28 04/07/2014 #132
COMPANIES HOUSE

The following reproduces the text of the report in respect of the company's annual financial statements, from which the abbreviated accounts (set out on pages 2 to 5) have been prepared.

REPORT TO THE DIRECTOR ON THE PREPARATION OF THE UNAUDITED STATUTORY FINANCIAL STATEMENTS OF LEYSDOWN BAKERY LIMITED FOR THE YEAR ENDED 31 MARCH 2014

In order to assist you to fulfil your duties under the Companies Act 2006, I have prepared for your approval the financial statements of LEYSDOWN BAKERY LIMITED for the year ended 31 March 2014 which comprise the Profit and loss account, the Balance sheet and the related notes from the company's accounting records and from information and explanations you have given to me.

As a practising member of the Association of Chartered Certified Accountants, I am subject to its ethical and other professional requirements which are detailed at http://rulebook.accaglobal.com.

My work has been undertaken in accordance with the requirements of the Association of Chartered Certified Accountants as detailed at http://www.accaglobal.com/factsheet163.

It is your duty to ensure that LEYSDOWN BAKERY LIMITED has kept adequate accounting records and to prepare statutory financial statements that give a true and fair view of the company's assets, liabilities, financial position and profit. You consider that LEYSDOWN BAKERY LIMITED is exempt from the statutory audit requirement for the year.

Andrew & Co

ANDREW & CO

Chartered Certified Accountants

3 Lyncroft Gardens
Hounslow
Middlesex
TW3 2QT

7 June 2014

LEYSDOWN BAKERY LIMITED
REGISTERED NUMBER: 4155959

ABBREVIATED BALANCE SHEET
AS AT 31 MARCH 2014

	Note	£	2014 £	£	*2013* £
FIXED ASSETS					
Tangible assets	2		**279,037**		*23,589*
CURRENT ASSETS					
Stocks		**3,995**		*4,120*	
Debtors		**9,419**		*3,603*	
Cash at bank and in hand		**20,860**		*56,953*	
		34,274		*64,676*	
CREDITORS: amounts falling due within one year		**(62,410)**		*(47,250)*	
NET CURRENT (LIABILITIES)/ASSETS			**(28,136)**		*17,426*
TOTAL ASSETS LESS CURRENT LIABILITIES			**250,901**		*41,015*
CREDITORS: amounts falling due after more than one year	3		**(169,063)**		-
PROVISIONS FOR LIABILITIES					
Deferred tax			**(3,012)**		*(2,631)*
NET ASSETS			**78,826**		*38,384*
CAPITAL AND RESERVES					
Called up share capital	4		**10**		*10*
Profit and loss account			**78,816**		*38,374*
SHAREHOLDERS' FUNDS			**78,826**		*38,384*

The director considers that the company is entitled to exemption from the requirement to have an audit under the provisions of section 477 of the Companies Act 2006 ("the Act") and members have not required the company to obtain an audit for the year in question in accordance with section 476 of the Act.

The director acknowledges his responsibilities for complying with the requirements of the Companies Act 2006 with respect to accounting records and for preparing financial statements which give a true and fair view of the state of affairs of the company as at 31 March 2014 and of its profit for the year in accordance with the requirements of sections 394 and 395 of the Act and which otherwise comply with the requirements of the Companies Act 2006 relating to financial statements, so far as applicable to the company.

ABBREVIATED BALANCE SHEET (continued)
AS AT 31 MARCH 2014

The abbreviated accounts, which have been prepared in accordance with the special provisions relating to companies subject to the small companies regime within Part 15 of the Companies Act 2006, were approved and authorised for issue by the board and were signed on its behalf on 7 June 2014.

Mr K Boyce
Director

The notes on pages 4 to 5 form part of these financial statements.

NOTES TO THE ABBREVIATED ACCOUNTS FOR THE YEAR ENDED 31 MARCH 2014

1. ACCOUNTING POLICIES

1.1 Basis of preparation of financial statements

The full financial statements, from which these abbreviated accounts have been extracted, have been prepared under the historical cost convention and in accordance with the Financial Reporting Standard for Smaller Entities (effective April 2008).

1.2 Turnover

Turnover comprises revenue recognised by the company in respect of goods and services supplied during the year, exclusive of Value Added Tax and trade discounts.

1.3 Tangible fixed assets and depreciation

Tangible fixed assets are stated at cost less depreciation. Depreciation is provided at rates calculated to write off the cost of fixed assets, less their estimated residual value, over their expected useful lives on the following bases:

Freehold property	-	Not depreciated
Long-term leasehold property	-	Over the years of the lease
Plant and machinery	-	25% reducing balance
Motor vehicles	-	25% reducing balance
Fixtures and fittings	-	25% reducing balance
Office equipment	-	25% reducing balance

2. TANGIBLE FIXED ASSETS

	£
Cost	
At 1 April 2013	**64,796**
Additions	**267,649**
Disposals	**(18,894)**
At 31 March 2014	**313,551**
Depreciation	
At 1 April 2013	**41,207**
Charge for the year	**7,151**
On disposals	**(13,844)**
At 31 March 2014	**34,514**
Net book value	
At 31 March 2014	**279,037**
At 31 March 2013	*23,589*

3. CREDITORS:
Amounts falling due after more than one year

NOTES TO THE ABBREVIATED ACCOUNTS FOR THE YEAR ENDED 31 MARCH 2014

Creditors include amounts not wholly repayable within 5 years as follows:

	2014	*2013*
	£	£
Repayable by instalments	**97,807**	-

The loan is secured by a standard bank debenture on the property 18,20, & 22 Leysdown Road , Leysdown, Isle of Sheppey , Kent ME12.

4. SHARE CAPITAL

	2014	*2013*
	£	£
Allotted, called up and fully paid		
10 Ordinary shares of £1 each	**10**	*10*

Companies House

AR01 (ef)

Annual Return

Received for filing in Electronic Format on the: **26/02/2015**

X421O30Y

Company Name:	**LEYSDOWN BAKERY LIMITED**
Company Number:	**04155959**
Date of this return:	**07/02/2015**
SIC codes:	**10710**
Company Type:	**Private company limited by shares**
Situation of Registered Office:	**20-22 LEYSDOWN ROAD** **LEYSDOWN** **SHEERNESS** **KENT** **ME12 4RE**

Officers of the company

Company Secretary 1

Type: **Person**

Full forename(s): **KAREN**

Surname: **BOYCE**

Former names:

Service Address: **63 DANES DRIVE**
LEYSDOWN
SHEERNESS
KENT
ME12 4AJ

Company Director 1

Type: **Person**

Full forename(s): **MR KEITH**

Surname: **BOYCE**

Former names:

Service Address: **63 DANES DRIVE**
LEYSDOWN
SHEERNESS
KENT
ME12 4AJ

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **29/05/1963** *Nationality:* **BRITISH**

Occupation: **BAKER**

Statement of Capital (Share Capital)

Class of shares	**ORDINARY**	*Number allotted*	**10**
		Aggregate nominal value	**10**
Currency	**GBP**	*Amount paid per share*	**0**
		Amount unpaid per share	**0**

Prescribed particulars

NONE

Statement of Capital (Totals)

Currency	**GBP**	*Total number of shares*	**10**
		Total aggregate nominal value	**10**

Full Details of Shareholders

The details below relate to individuals / corporate bodies that were shareholders as at 07/02/2015 or that had ceased to be shareholders since the made up date of the previous Annual Return

A full list of shareholders for the company are shown below

Shareholding 1 : **5 ORDINARY shares held as at the date of this return**
Name: **KEITH BOYCE**

Shareholding 2 : **5 ORDINARY shares held as at the date of this return**
Name: **KAREN BOYCE**

Authorisation

Authenticated

This form was authorised by one of the following:

Director, Secretary, Person Authorised, Charity Commission Receiver and Manager, CIC Manager, Judicial Factor.

Companies House

AR01 (ef)

Annual Return

Received for filing in Electronic Format on the: **20/02/2014**

X325C88B

Company Name:	**LEYSDOWN BAKERY LIMITED**
Company Number:	**04155959**
Date of this return:	**07/02/2014**
SIC codes:	**10710**
Company Type:	**Private company limited by shares**
Situation of Registered Office:	**20-22 LEYSDOWN ROAD** **LEYSDOWN** **SHEERNESS** **KENT** **ME12 4RE**

Officers of the company

Company Secretary 1

Type: **Person**

Full forename(s): **KAREN**

Surname: **BOYCE**

Former names:

Service Address: **63 DANES DRIVE**
LEYSDOWN
SHEERNESS
KENT
ME12 4AJ

Company Director 1

Type: **Person**

Full forename(s): **KEITH**

Surname: **BOYCE**

Former names:

Service Address: **63 DANES DRIVE**
LEYSDOWN
SHEERNESS
KENT
ME12 4AJ

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **29/05/1963** *Nationality:* **BRITISH**

Occupation: **BAKER**

Statement of Capital (Share Capital)

Class of shares	**ORDINARY**	*Number allotted*	**10**
		Aggregate nominal value	**10**
Currency	**GBP**	*Amount paid per share*	**0**
		Amount unpaid per share	**0**

Prescribed particulars

NONE

Statement of Capital (Totals)

Currency	**GBP**	*Total number of shares*	**10**
		Total aggregate nominal value	**10**

Full Details of Shareholders

The details below relate to individuals / corporate bodies that were shareholders as at 07/02/2014 or that had ceased to be shareholders since the made up date of the previous Annual Return

A full list of shareholders for the company are shown below

Shareholding 1 : **5 ORDINARY shares held as at the date of this return**
Name: **KEITH BOYCE**

Shareholding 2 : **5 ORDINARY shares held as at the date of this return**
Name: **KAREN BOYCE**

Authorisation

Authenticated

This form was authorised by one of the following:

Director, Secretary, Person Authorised, Charity Commission Receiver and Manager, CIC Manager, Judicial Factor.

Companies House

MR01(ef)

Registration of a Charge

Company name: **LEYSDOWN BAKERY LIMITED**

Company number: **04155959**

X27YGG35

Received for Electronic Filing: **08/05/2013**

Details of Charge

Date of creation: **02/05/2013**

Charge code: **0415 5959 0001**

Persons entitled: **BARCLAYS BANK PLC**

Brief description:

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Notification of addition to or amendment of charge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION**

FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.

Certified by: **BARCLAYS BANK PLC**

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4155959

Charge code: 0415 5959 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd May 2013 and created by LEYSDOWN BAKERY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th May 2013 .

Given at Companies House, Cardiff on 9th May 2013

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

Case Reference No.BB/7955420/REP/SPO
5558(Co/LLP)

Debenture

by a company – own liabilities

This debenture is made on ..... 2 | 5 .....2013 by you:

LEYSDOWN BAKERY LIMITED

Registered Number: 04155959

in favour of us, **Barclays Bank PLC**, as security for your liabilities to us.

By executing this debenture, you enter into the agreements and covenants and create the charges set out in this document.

Index of Clauses

1. Definitions
2. Your covenant to pay
3. The charges you create
4. Collecting Receivables
5. Negative pledge and other restrictions
6. Further assurance
7. Continuing security
8. Insurance
9. Property obligations
10. Leases, possession, consolidation of mortgages
11. Powers of sale, leasing and accepting surrenders
12. Opening new accounts
13. Appointment of a Receiver or an administrator
14. Power of attorney
15. Costs, charges and liabilities
16. Set-off
17. Foreign currencies
18. Transfer and disclosure
19. Forbearance
20. Service of demands and notices

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BARCLAYS

1. Definitions

In this debenture, unless the context otherwise requires:

'Assets' means all your undertaking, property, assets, rights and revenues, whatever and wherever in the world, present and future, and includes each or any of them;

'Floating Charge Assets' means those of the Assets that are for the time being comprised in the floating charge created by clause 3.1.3 but only insofar as concerns that floating charge;

'Intellectual Property' means all patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) and, in each case, any extensions and renewals of, and any applications for, these rights;

'Intellectual Property Rights' means all and any of your Intellectual Property and all other intellectual property rights and other rights, causes of action, interests and assets comprised in clause 3.1.2(h);

'Land' includes freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures);

'Receivables' means all sums of money receivable by you now or in the future consisting of or payable under or derived from any Assets referred to in clause 3.1.2;

'Receiver' means every person we appoint as a receiver and manager under clause 13, including any substituted receiver and manager;

'Secured Sums' means all money and liabilities covenanted to be paid or discharged by you to us under clause 2;

'Securities' means all stocks, shares, debentures, debenture stock, loan stock, bonds and securities issued by any company or person (other than you) and all other investments (as listed in Part II of Schedule 2 to the Financial Services and Markets Act 2000);

- which now or in the future represent a holding in a subsidiary undertaking (as defined in section 1162 of the Companies Act 2006) or an undertaking which would be a subsidiary undertaking if in sub-section (2)(a) of that section "30 per cent or more" were substituted for "a majority"; or
- the certificates for which are now or in the future deposited by you with us or which, if uncertificated, are held in an escrow or other account in our favour or held in our name or that of our nominee or to our order;

including in each case all rights and benefits arising and all money payable in respect of any of them, whether by way of conversion, redemption, bonus, option, dividend, interest or otherwise;

'we', 'our', and **'us'** refer to Barclays Bank PLC and any transferee or successor whether immediate or derivative;

'you' and **'your'** refer to the company or limited liability partnership shown as 'you' on the front page of this debenture.

Any reference to any statute or any section of any statute is deemed to include reference to any statutory modification or re-enactment of it for the time being in force.

2. Your covenant to pay

You covenant to pay or discharge to us on our demand in writing:

2.1 all money and liabilities now or in the future due, owing or incurred (before or after that demand) by you to us in any manner. This applies whether the money and liabilities are due, owing or incurred actually or contingently; whether by you alone or by you jointly with any other person; and whether you are a principal or a surety; and includes any liability (secured or unsecured) of yours to a third party which subsequently becomes payable to us by assignment or otherwise; and

2.2 all interest, commission, fees, charges, costs and expenses which we may charge to you in the course of our business or incur in respect of you or your affairs. The interest will be calculated and compounded in accordance with our usual practice, before and also after any demand or judgment.

3. The charges you create

3.1 By executing this debenture you charge to us with full title guarantee with the payment or discharge of all Secured Sums:

3.1.1 by way of legal mortgage, all Land in England and Wales now vested in you and not registered at H.M. Land Registry;

3.1.2 by way of fixed charge:

a all Land in England and Wales now vested in you and registered at H.M. Land Registry;

b all other Land which is now, or in the future becomes, your property;

c all plant and machinery now or in the future attached to any Land;

d all rental and other income and all debts and claims which are due or owing to you now or in the future under or in connection with any lease, agreement or licence relating to Land;

e all your Securities;

f all insurance and assurance contracts and policies now or in the future held by or otherwise benefiting you:

- which relate to Assets themselves subject to a fixed charge in our favour; or
- which are now or in the future deposited by you with us;

together with all your rights and interests in these contracts and policies (including the benefit of all claims arising and all money payable under them);

g all your goodwill and uncalled share capital for the time being;

h
- all your Intellectual Property, present and future, including any Intellectual Property to which you are not absolutely entitled or to which you are entitled together with others;
- the benefit of all agreements and licences now or in the future entered into or enjoyed by you relating to the use or exploitation of any Intellectual Property in any part of the world;
- all trade secrets, confidential information and knowhow owned or enjoyed by you now or in the future in any part of the world;

i
- all trade debts now or in the future owing to you;

- all other debts now or in the future owing to you save for those arising on fluctuating accounts with associates (as defined in section 1152(3) of the Companies Act 2006);

(j) the benefit of all instruments, guarantees, charges, pledges and other rights now or in the future available to you as security in respect of any Asset itself subject to a fixed charge in our favour;

3.1.3 by way of floating charge:

(a) all your Assets which are not effectively charged by the fixed charges detailed above; and

(b) without exception all your Assets insofar as they are situated for the time being in Scotland;

but in each case so that you shall not without our prior written consent:

- create any mortgage or any fixed or floating charge or other security over any of the Floating Charge Assets (whether having priority over, or ranking *pari passu* with or subject to, this floating charge);
- take any other step referred to in clause 5.1 with respect to any of the Floating Charge Assets;
- sell, transfer, part with or dispose of any of the Floating Charge Assets except by way of sale in the ordinary course of business.

3.2 We may at any time crystallise the floating charge created in clause 3.1.3 into a fixed charge, or subsequently reconvert it into a floating charge, by notice in writing given at any time by us to you in relation to any or all Floating Charge Assets, as we specify in the notice.

3.3 Subject to the rights of any prior mortgagee, you must:

3.3.1 deposit with us for our retention all title deeds and documents relating to all Assets charged by way of fixed charge under clause 3.1 including insurance and assurance policies;

3.3.2 execute and deliver to us any documents and transfers we require at any time to constitute or perfect an equitable or legal charge or a pledge (at our option) over any Securities, including

uncertificated Securities within any clearing, transfer, settlement and/or depositary system, and give any instructions and take any actions we may require to achieve this.

3.4 Unless and until this debenture becomes enforceable or we direct otherwise:

3.4.1 you may continue to exercise all voting and other rights attaching to Securities as long as you remain their registered owner;

3.4.2 if Securities are registered in our nominee's name, all voting and other rights attached to them will be exercised by the nominee in accordance with the instructions you issue from time to time. In the absence of instructions, the nominee will refrain from exercising any of these rights.

3.5 Any mortgage, fixed charge or other fixed security you create in our favour will have priority over the floating charge created by clause 3.1.3 unless we state otherwise on or after its creation.

3.6 Any debentures, mortgages or charges (fixed or floating) which you create in the future (except those in our favour) shall be expressed to be subject to this debenture and shall rank in order of priority behind the charges created by this debenture.

4. Collecting Receivables

4.1 You must collect and realise all Receivables and immediately on receipt pay all money which you receive in respect of them into your bank account with us, or into any other account designated by us, in each case on such terms as we may direct. Pending that payment, you will hold all money so received upon trust for us. You may not, without our prior written consent, charge, factor, discount, assign, postpone, subordinate or waive your rights in respect of any Receivable in favour of any other person or purport to do so.

4.2 If a credit balance on any account of yours with us includes proceeds of Receivables credited or transferred to that account, we shall have an absolute discretion whether to permit or refuse to permit you to utilise or withdraw that credit balance and we may in our sole discretion at any time transfer all or any part of that credit balance to any other account of yours with us or to an account in our own name.

4.3 If we release, waive or postpone our rights in respect of any Receivables for the purpose of enabling you to factor, discount or otherwise sell them to us or to a third party, the charges created by this debenture

will in all other respects remain in full force and effect. In particular, all amounts due to you from us or the third party and any Receivables re-assigned or due to be re-assigned to you will be subject to the relevant fixed charge detailed in clause 3.1.2, subject only to any defences or rights of retention or set-off which we or the third party may have against you.

5. Negative pledge and other restrictions

You must not, except with our prior written consent:

5.1 create or attempt to create any fixed or floating security of any kind or any trust over any of the Assets, or permit any lien (other than a lien arising by operation of law in the ordinary course of your business) to arise or subsist over any of the Assets;

5.2 sell, assign, lease, license or sub-license, or grant any interest in, your Intellectual Property Rights, or purport to do so, or part with possession or ownership of them, or allow any third party access to them or the right to use any copy of them.

6. Further assurance

You must on our demand in writing execute and deliver to us at your cost any document that we may require further to secure the payment of the Secured Sums, or to create, enhance or perfect any fixed security over any of the Assets, or to give full effect to this debenture, or to vest title to any of the Assets in us or our nominee or any purchaser.

7. Continuing security

This debenture will remain a continuing security in our favour, regardless of any settlement of account or any other matter whatever, and shall be without prejudice and in addition to every other right, remedy or security which we may have now or in the future in respect of any of the Assets for the payment of any Secured Sums.

8. Insurance

8.1 You must insure all insurable Assets with an insurance office or underwriter acceptable to us against loss or damage by fire and such other risks as we specify from time to time. This insurance cover must be for the full replacement value and be index-linked. You must also maintain all other insurances normally maintained by prudent companies with similar activities to yours or as we may require.

8.2 You must punctually make all premium and other payments necessary to effect or maintain these

insurances and produce receipts for these payments on our request. If, at any time, you fail to have the required insurance cover in place or to produce any receipt on request or to deposit any policy with us under clause 3.3 or on request, we may take out or renew any insurance in any sum and on any terms we think appropriate.

9. Property obligations

9.1 You must at all times keep all buildings, plant, machinery, fixtures, fittings and other effects charged under this debenture in good repair and in good working order and condition.

9.2 You must notify us promptly of any indication given to you that any of the Assets is or may be listed in a register of contaminated land or contaminative use, or similar register. You must also notify us if any environmental or other condition exists which could have a material adverse effect on the value of the Assets or your business.

9.3 You will fully indemnify us, and our employees and agents, at all times against every claim, liability, loss or expense incurred directly or indirectly as a result of your failure to comply with any of your obligations, whether statutory or contractual, relating to the Assets.

10. Leases, possession, consolidation of mortgages

10.1 You may not, without our prior written consent, exercise any power of leasing, or accepting surrenders of leases, of any Land, or (unless obliged to do so by law) extend, renew or vary any lease or tenancy agreement or give any licence to assign or underlet.

10.2 You must not part with possession (otherwise than on the determination of any lease, tenancy or licence granted to you) of any Land or share the occupation of it with any other person, or agree to do so, without our prior written consent.

10.3 Section 93 of the Law of Property Act 1925, dealing with the consolidation of mortgages, will not apply to this debenture.

11. Powers of sale, leasing and accepting surrenders

11.1 Section 103 of the Law of Property Act 1925 will not apply to this debenture, but the statutory power of sale (as between us and a purchaser from us) will arise on and be exercisable at any time after the execution of this debenture. However, we will not exercise this power of sale until this debenture has become enforceable. This provision will not affect any purchaser or require him to ask whether it has become enforceable.

11.2 Our statutory powers of sale, leasing and accepting surrenders are extended to allow us (whether in your name or in ours) to grant a lease or leases of any Land vested in you or in which you have an interest with such rights relating to other Land and containing any covenants on your part and any terms and conditions that we think fit.

11.3 Our statutory power of sale is extended to allow us to sever any fixtures from Land and sell them separately.

11.4 All powers of a Receiver under this debenture may be exercised by us to the full extent permitted by law after it has become enforceable, whether as your attorney or otherwise, and whether or not a Receiver or administrator has been appointed.

12. Opening new accounts

12.1 On receiving notice that you have encumbered or disposed of any of the Assets in breach of this debenture, we have the right to rule off your account or accounts and open a new account or accounts with you.

12.2 If we do not open a new account or accounts immediately on receipt of notice to that effect, as from that time all payments made by you to us will be treated as if we had credited them to a new account and will not reduce the amount owing from you to us at the time when we received the notice.

13. Appointment of a Receiver or an administrator

13.1 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to this debenture. At any time after we have demanded payment of any of the Secured Sums, or any step or proceeding has been taken for the appointment of an administrator, liquidator or provisional liquidator, or with a view to seeking a moratorium or a voluntary arrangement, in respect of you, or if requested by you, we may appoint by writing, insofar as permitted by law, any person or persons to be a receiver and manager of all or any of the Assets or an administrator or administrators; and this debenture shall in any of such events become immediately enforceable.

13.2 Where we appoint more than one person as Receiver or administrator, they shall have power to act separately unless we specify to the contrary in the appointment.

13.3 We may from time to time determine the remuneration of the Receiver.

13.4 Once a Receiver is appointed, we will not be precluded from making any subsequent appointment of a Receiver over any Assets, whether or not any Receiver previously appointed continues to act.

13.5 The Receiver will be your agent and you will be solely liable for his acts, defaults and remuneration unless you go into liquidation, after which he shall act as principal and not become our agent.

13.6 The Receiver will be entitled to exercise all the powers set out in Schedules 1 and 2 to the Insolvency Act 1986. In addition, but without limiting these powers (and without prejudice to our own powers), the Receiver will have power with or without the concurrence of others:

a. to sell, let, lease or grant licences of, or vary the terms or terminate or accept surrenders of leases, tenancies or licences of, all or any of the Assets, or grant options over them, on any terms the Receiver thinks fit in his absolute discretion; and any sale or disposition may be for cash, payable in a lump sum or by instalments, or other valuable consideration;

b. to sever any fixtures from Land and/or sell them separately;

c. to promote a company to purchase all or any Assets or any interest in them;

(d) to make and effect all repairs, renewals and improvements to the Assets and effect, renew or increase insurances on the terms and against the risks that he thinks fit;

(e) to exercise all voting and other rights attaching to Securities and investments generally;

(f) to redeem any prior encumbrance and settle and pass the accounts of the encumbrancer so that all accounts so settled and passed will (except for any manifest error) be conclusive and binding on you and the money so paid will be deemed to be an expense properly incurred by the Receiver;

(g) to pay our proper charges for time spent by our employees and agents in dealing with matters raised by the Receiver or relating to the receivership;

(h) to do all other acts and things which he may consider incidental or conducive to any of the above matters or powers or to the preservation, improvement or realisation of the Assets.

13.7 Neither we nor the Receiver will be liable to account as mortgagee in possession or otherwise for any money not actually received by us or him.

13.8 Subject to section 45 of the Insolvency Act 1986, we may at any time remove a Receiver from all or any of the Assets of which he is the Receiver.

14. Power of attorney

You, by way of security, irrevocably appoint us (whether or not a Receiver or administrator has been appointed) and any Receiver separately as your attorney (with full power to appoint substitutes and to delegate) with power in your name or on your behalf and as your act and deed or otherwise:

- to execute and deliver and otherwise perfect any agreement, assurance, deed, instrument or document; and
- to perform any act;

which may be required of you or may be deemed by the attorney necessary or desirable for any purpose of this debenture, or to create, enhance or perfect any fixed security over any of the Assets or to convey or transfer legal ownership of any Assets.

15. Costs, charges and liabilities

15.1 You will be responsible for all costs, charges and liabilities (including all professional fees and disbursements and Value Added Tax and/or any similar tax) and all other sums paid or incurred by us and/or any Receiver under or in connection with this debenture or your affairs. We may recover them from you (on a full indemnity basis) as a debt payable on demand and debit them without notice to any of your accounts. They will attract interest and be charged on the Assets.

15.2 The costs which may be recovered from you by us and/or any Receiver under this debenture include without limitation:

- **a** all costs incurred by us in preparing and administering this debenture or perfecting the security created by it;
- **b** all costs (whether or not allowable on a taxation by the Court) of all proceedings to enforce this debenture or to recover or attempt to recover the Secured Sums;
- **c** all money spent and all costs arising out of the exercise of any power, right or discretion conferred by this debenture;
- **d** all costs and losses arising from any default by you in the payment when due of any of the Secured Sums or the performance of your obligations under this debenture; and
- **e** all our charges based on time spent by our employees and agents in connection with your affairs.

16. Set-off

We may retain any money standing to your credit with us (in any currency, in any country and whether or not in your name) as cover for the Secured Sums. We may apply all or any of that money in satisfaction of all or part of the Secured Sums as we may select (whether presently payable or not). We may also use that money to purchase any other currency required for this purpose.

17. Foreign currencies

If, for any reason, any amount payable by you is paid or recovered in a currency other than that in which it is required to be paid ('the contractual currency') and, when converted into the contractual currency at our exchange rate applicable at the time, leaves us with less than the amount payable in the contractual currency, you must make good the amount of the shortfall on demand.

18. Transfer and disclosure

18.1 We may at any time transfer all or any part of our rights under this debenture and the Secured Sums to any person or otherwise grant an interest in them to any person.

18.2 We may also at any time disclose any information about you, this debenture and the Secured Sums to:

- any of our associated companies;
- any prospective or actual transferee or grantee referred to in clause 18.1; and
- any other person considered by us to be concerned in the relevant or prospective transaction.

19. Forbearance

No delay or omission on our part in exercising any right, power or privilege under this debenture will impair it or be construed as a waiver of it. A single or partial exercise of any right, power or privilege will not in any circumstances preclude any other or further exercise of it or the exercise of any other right, power or privilege.

20. Service of demands and notices

20.1 A demand or notice under this debenture may be given by any of our managers or officers in writing addressed to you and served at any of the following:

- your registered office;
- any of your existing places of business;
- your last known place of business.

Alternatively, a demand or notice may be delivered by facsimile transmission to the facsimile number last known to us or by e-mail to the e-mail address last known to us or by any other form of electronic communication which may be available.

20.2 A notice or demand shall be deemed to have been served on you:

- at noon on the day after the day of posting, if sent by post, even if it is misdelivered or returned undelivered;
- at the time of transmission, if given or made by facsimile, e-mail or other electronic communication.

This debenture is executed by you as a deed and signed by us and it will take effect on the date shown on the front page.

Signed by
for and on behalf of Barclays Bank PLC [redacted]

Executed as a deed by LEYSDOWN BAKERY LIMITED

[redacted] Director _____ Witness
(if sole signatory only)

[redacted] Director/Secretary

Company's Registered Number 04155959

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to Section 869(5) & (6) of the Companies Act 2006

REGISTERED NO. .....

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE ..... 20.. AND CREATED BY

.....

.....

FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BARCLAYS BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER I PART 25 OF THE COMPANIES ACT 2006 ON THE .....

..... 20....

GIVEN AT COMPANIES HOUSE, CARDIFF THE

..... 20....

for the Registrar of Companies

N.B. The above copy of the Registrar's Certificate must be completed and the Certificate itself attached to this debenture

This Release made this ..... day of

..... **between**

(1) **Barclays Bank PLC** ("the Bank") and (2) the company named in the attached debenture witnesses that the Bank releases from the charges created by the attached debenture all the Assets comprised in it.

Executed by Barclays Bank PLC the day and year first above written.

Signed as a deed by	)	
.....	)	.....
as attorney of	)	
Barclays Bank PLC	)	
in the presence of:	)	
	)	
.....	)	

Companies House

MR01(ef)

Registration of a Charge

Company name: **LEYSDOWN BAKERY LIMITED**

Company number: **04155959**

Received for Electronic Filing: **18/09/2013**

X2H5EHOJ

Details of Charge

Date of creation: **10/09/2013**

Charge code: **0415 5959 0002**

Persons entitled: **BARCLAYS BANK PLC**

Brief description: **FREEHOLD PROPERTY AT 18 LEYSDOWN ROAD, LEYSDOWN TITLE NO K448317 FREEHOLD PROPERTY AT 20 AND 22 LEYSDOWN ROAD, LEYSDOWN, ISLE OF SHEPPEY TITLE NO K697620**

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **SARAH LOUISE CREASEY**

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4155959

Charge code: 0415 5959 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th September 2013 and created by LEYSDOWN BAKERY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th September 2013 .

Given at Companies House, Cardiff on 18th September 2013

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

This form is applicable to FREEHOLDS and LEASEHOLDS whether the title is registered or unregistered and whether given by one or more than one Mortgagor.

This Legal Charge

made the 10 day of September 20 13

Between (1) LEYSDOWN BAKERY LIMITED
20-22 LEYSDOWN ROAD
LEYSDOWN
SHEERNESS KENT

("the Mortgagor")

and (2) Barclays Bank PLC

("the Bank")

Witnesses and it is agreed and declared as follows:-

1. The Mortgagor hereby covenants with the Bank that the Mortgagor will on demand in writing made to the Mortgagor pay or discharge to the Bank all moneys and liabilities which shall for the time being (and whether on or at any time after such demand) be due owing or incurred to the Bank by the Mortgagor whether actually or contingently and whether solely or jointly with any other person and whether as principal or surety including interest discount commission or other lawful charges and expenses which the Bank may in the course of its business charge in respect of any of the matters aforesaid or for keeping the Mortgagor's account and so that interest shall be computed and compounded according to the usual mode of the Bank as well after as before any demand made or judgment obtained hereunder and will on such demand also retire all bills or notes which may for the time being be under discount with the Bank and to which the Mortgagor is a party whether as drawer acceptor maker or indorser without any deduction whatsoever.

2. The Mortgagor with full title guarantee hereby charges by way of legal mortgage ALL THAT the property referred to in the schedule hereto ("the Mortgaged Property") with the payment or discharge of all moneys and liabilities hereby covenanted to be paid or discharged by the Mortgagor.

3. A demand for payment or any other demand or notice under this security may be made or given by any manager or officer of the Bank or of any branch thereof by letter addressed to the Mortgagor and sent by post to or left at the last known place of business or abode of the Mortgagor or at the option of the Bank if the Mortgagor is a company its registered office and if sent by post shall be deemed to have been made or given at noon on the day following the day the letter was posted.

4. During the continuance of this security no statutory or other power of granting or agreeing to grant or of accepting or agreeing to accept surrenders of leases or tenancies of the Mortgaged Property or any part thereof shall be capable of being exercised by the Mortgagor without the previous consent in writing of the Bank nor shall section 93 of the Law of Property Act 1925 dealing with the consolidation of mortgages apply to this security.

5. Section 103 of the said Act shall not apply to this security but the statutory power of sale shall as between the Bank and a purchaser from the Bank arise on and be exercisable at any time after the execution of this security provided that the Bank shall not exercise the said power of sale until payment of the moneys hereby secured has been demanded but this proviso shall not affect a purchaser or put him upon inquiry whether such demand has been made.

6. (a) At any time after the Bank shall have demanded payment of any moneys hereby secured or if

requested by the Mortgagor the Bank may appoint by writing any person or persons (whether an officer of the Bank or not) to be receiver and manager or receivers and managers ("the Receiver" which expression shall where the context so admits include the plural and any substituted receiver and manager or receivers and managers) of all or any part of the Mortgaged Property.

(b) Where two or more persons are appointed to be the Receiver any act required or authorised under any enactment or this Legal Charge (including the power of attorney contained in Clause 6(g) hereof) or otherwise to be done by the Receiver may be done by any one or more of them unless the Bank shall in such appointment specify to the contrary.

(c) The Bank may from time to time determine the remuneration of the Receiver and may remove the Receiver and appoint another in his place.

(d) The Receiver shall (so far as the law permits) be the agent of the Mortgagor (who shall alone be personally liable for his acts defaults and remuneration) and shall have and be entitled to exercise all powers conferred by the Law of Property Act 1925 in the same way as if the Receiver had been duly appointed thereunder and in particular by way of addition to but without hereby limiting any general powers hereinbefore referred to (and without prejudice to any of the Bank's powers) the Receiver shall have power in the name of the Mortgagor or otherwise to do the following things namely:-

(i) to take possession of collect and get in all or any part of the Mortgaged Property and for that purpose to take any proceedings as he shall think fit;

(ii) to commence and/or complete any building operations on the Mortgaged Property or any part thereof and to apply for and obtain any planning permissions building regulation approvals and any other permissions consents or licences in each case as he may in his absolute discretion think fit;

(iii) to raise money from the Bank or others on the security of the Mortgaged Property or otherwise;

(iv) to provide such facilities and services for tenants and generally to manage the Mortgaged Property in such manner as he shall think fit;

(v) if the Mortgaged Property is leasehold to vary the terms of or surrender any lease and/or to take a new lease thereof or of any part thereof on such terms as he shall think fit and so that any such new lease shall ipso facto become charged to the Bank on the terms hereof so far as applicable and to execute a formal legal charge over any such new lease in favour of the Bank in such form as it may require;

(vi) to sell let or lease or concur in selling letting or leasing and to vary the terms of terminate or accept surrenders of leases or tenancies of the Mortgaged Property or any part thereof in such manner and for such term with or without a premium with such rights relating to other parts thereof and containing such covenants on the part of the Mortgagor and generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) as in his absolute discretion he shall think fit;

(vii) to make any arrangement or compromise which the Bank or he shall think fit;

(viii) to make and effect all repairs improvements and insurances;

(ix) to appoint managers officers contractors and agents for the aforesaid purposes upon such terms as to remuneration or otherwise as he may determine;

(x) to do all such other acts and things as may be considered to be incidental or conducive to any of the matters or powers aforesaid and which he lawfully may or can do;

PROVIDED NEVERTHELESS THAT the Receiver shall not be authorised to exercise any of the aforesaid powers if and insofar and so long as the Bank shall in writing exclude the same whether in or at the time

of his appointment or subsequently.

(e) The statutory powers of sale leasing and accepting surrenders exercisable by the Bank hereunder are hereby extended so as to authorise the Bank whether in its own name or in that of the Mortgagor to grant a lease or leases of the whole or any part or parts of the Mortgaged Property with such rights relating to other parts thereof and containing such covenants on the part of the Mortgagor and generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) and whether or not at a premium as the Bank in its absolute discretion shall think fit.

(f) In no circumstances shall the Bank be liable to account to the Mortgagor as a mortgagee in possession or otherwise for any moneys not actually received by the Bank.

(g) The Mortgagor hereby irrevocably appoints the Bank and the Receiver jointly and also severally the Attorney and Attorneys of the Mortgagor for the Mortgagor and in his name and on his behalf and as his act and deed or otherwise to sign seal deliver and otherwise perfect any deed assurance agreement instrument or act which may be required or may be deemed proper for any of the purposes aforesaid.

(h) All powers of the Receiver hereunder may be exercised by the Bank whether as attorney of the Mortgagor or otherwise.

7. The Mortgagor hereby covenants with the Bank that the Mortgagor during the continuance of this security will keep all buildings now or for the time being subject to this security insured against loss or damage by fire and such other risks as the Bank may from time to time require to the full replacement value thereof with an insurance office or underwriters approved by the Bank in writing from time to time and if so required by the Bank in the joint names of the Mortgagor and the Bank and will duly pay all premiums and other moneys necessary for effecting and keeping up such insurance within one week of the same becoming due and will on demand produce to the Bank the policies of such insurance and the receipts for such payments And will keep all buildings now or for the time being subject to this security in good repair And will duly and with reasonable expedition complete any building operations commenced at any time by the Mortgagor on the Mortgaged Property And at any time after payment of the moneys hereby secured has been demanded or if default shall be made by the Mortgagor in performing any of the above obligations the Bank may as the case may be insure and keep insured the said buildings in any sum which the Bank may think expedient or may repair and keep in repair the said buildings or may complete any such building operations (with power to enter upon the Mortgaged Property for any of those purposes without thereby becoming a mortgagee in possession) And all moneys expended by the Bank under this provision shall be deemed to be properly paid by the Bank.

8. All moneys received on any insurance whatsoever in respect of loss or damage by fire or otherwise to the said buildings or any part thereof (whether effected or maintained by the Mortgagor in pursuance of his obligation under the covenant in that behalf contained in clause 7 hereof or independently of or otherwise than in pursuance of such obligation) shall as the Bank requires either be applied in making good the loss or damage in respect of which the moneys are received or be paid to the Bank in or towards payment of the moneys for the time being hereby secured.

9. All costs charges and expenses incurred hereunder by the Bank and all other moneys paid by the Bank or the Receiver in perfecting or otherwise in connection with this security or in respect of the Mortgaged Property including (without prejudice to the generality of the foregoing) all moneys expended by the Bank under clause 7 hereof and all costs of the Bank or the Receiver of all proceedings for enforcement of the security hereby constituted or for obtaining payment of the moneys hereby secured or arising out of or in connection with the acts authorised by clause 6 hereof (and so that any taxation of the Bank's costs charges and expenses shall be on the full indemnity basis) shall be recoverable from the Mortgagor as a debt and may be debited to any account of the Mortgagor and shall bear interest accordingly and shall be charged on the Mortgaged Property and the charge hereby conferred shall be in addition and without prejudice to any and every other remedy lien or security which the Bank may have or but for the said charge would have for the moneys hereby secured or any part thereof.

10 The Bank shall be at liberty from time to time to give time for payment of any bills of exchange promissory notes or other securities which may have been discounted for or received on account from

the Mortgagor by the Bank or on which the Mortgagor shall or may be liable as drawer acceptor maker indorser or otherwise to any parties liable thereon or thereto as the Bank in its absolute discretion shall think fit without releasing the Mortgagor or affecting the Mortgagor's liability under these presents or the security hereby created.

11. This security shall be a continuing security to the Bank notwithstanding any settlement of account or other matter or thing whatsoever and shall not prejudice or affect any security which may have been created by any deposit of title deeds or other documents which may have been made with the Bank prior to the execution hereof relating to the Mortgaged Property or to any other property or any other security which the Bank may now or at any time hereafter hold in respect of the moneys hereby secured or any of them or any part thereof respectively.

12. The Bank shall on receiving notice that the Mortgagor has incumbered or disposed of the Mortgaged Property or any part thereof be entitled to close the Mortgagor's then current account or accounts and to open a new account or accounts with the Mortgagor and (without prejudice to any right of the Bank to combine accounts) no money paid in or carried to the Mortgagor's credit in any such new account shall be appropriated towards or have the effect of discharging any part of the amount due to the Bank on any such closed account. If the Bank does not open a new account or accounts immediately on receipt of such notice it shall nevertheless be treated as if it had done so at the time when it received such notice and as from that time all payments made by the Mortgagor to the Bank shall be credited or be treated as having been credited to such new account or accounts and shall not operate to reduce the amount due from the Mortgagor to the Bank at the time when it received such notice.

13. At any time after payment of the moneys hereby secured has been demanded and any part thereof remains unpaid the Bank may as agent of the Mortgagor remove and sell any chattels on the Mortgaged Property and the net proceeds of sale thereof shall be paid to the Mortgagor on demand and the Bank shall not have the right to retain or set off such proceeds of sale against any indebtedness of the Mortgagor to the Bank.

14. The Mortgagor hereby covenants with the Bank to pay any sums which become payable by the Mortgagor under the Agricultural Holdings Act 1986, the Agricultural Tenancies Act 1995 or any other statute for compensation costs or otherwise to a tenant of the Mortgaged Property or any part thereof failing which the Bank may pay the said sum or discharge any charge created in pursuance of any such statute for securing the same and any moneys paid by the Bank under this clause shall be deemed to be expenses properly incurred by the Bank hereunder.

15. The Mortgagor hereby covenants with the Bank that:-

(a) if and so long as the title to the Mortgaged Property or any part thereof is not registered under the Land Registration Acts 1986 to 2002 no person shall during the continuance of this security be registered under the said Acts as proprietor of the Mortgaged Property or any part thereof without the consent in writing of the Bank;

(b) upon any such registration the Mortgagor will forthwith deliver to the Bank all Land Certificates relating to the Mortgaged Property unless such certificates are deposited with the Land Registry.

16. Any party hereto which is a company certifies that this charge does not contravene any of the provisions of its Memorandum and Articles of Association.

17. In these presents where the context so admits the expression "the Mortgagor" shall include persons deriving title under the Mortgagor or entitled to redeem this security and the expression "the Bank" shall include persons deriving title under the Bank and any reference herein to any statute or section of any statute shall be deemed to include reference to any statutory modification or re-enactment thereof for the time being in force.

18. If there are two or more parties hereto of the first part the expression "the Mortgagor" shall throughout mean and include such two or more parties and each of them or (as the case may require) such two or more parties or any of them and shall so far as the context admits be construed as well in the plural as in the singular and all covenants charges agreements and undertakings herein expressed or implied on the part of the Mortgagor shall be deemed to be joint and several covenants charges agreements and

undertakings by such parties And in particular this security and the covenant in clause 1 hereof and the remaining covenants charges agreements and undertakings herein contained shall extend and apply to any moneys owing or liabilities incurred by any of such parties to the Bank whether solely or jointly with each other or with any other person and references to the Mortgagor in relation to the retirement of bills and in clauses 3, 9, 10 and 12 shall mean and include any one or more of such parties as well as such parties jointly.

In Witness whereof the Mortgagor has executed these presents as a deed the day and year first above written.

The Schedule above referred to

The Freehold property known as or being 18-22 LEYSDOWN ROAD LEYSDOWN ON SEA SHEERNESS KENT comprised in the document(s) particulars of which are set out below:-

Complete if title is not registered at time of Charge	Date	Description (Conveyance, Lease Assignment, Mortgage, Assent, etc.)	Parties

Complete if title is registered at time of Charge	Land Certificate(s) Title No.(s)	Administrative area
	K697620 + K448317	KENT

SIGNED as a deed by the above named

X [redacted]

In the presence of

SIGNATURE OF WITNESS [redacted]

NAME OF WITNESS

ADDRESS [redacted]

OCCUPATION

SIGNED as a deed by the above named

X [redacted]

In the presence of

SIGNATURE OF WITNESS [redacted]

NAME OF WITNESS

ADDRESS [redacted]

OCCUPATION

Executed as a deed by LEYSDOWN BAKERY LIMITED

X _____ Director X _____ Witness
(if sole signatory only)

X _____ Director/Secretary

Company's Registered Number 04155959

The address of the Bank for service is:

Business Lending Services, PO Box 16276, One Snowhill, Snowhill Queensway, BIRMINGHAM, B2 2XE

For use only in the case of unregistered land

Release

This Release made the day of
between BARCLAYS BANK PLC of the one part and the within named Mortgagor of the other part witnesses that the Bank hereby releases the property comprised in or charged by the within written deed from the charge thereby created and all claims and demands thereunder.

In witness whereof of

in exercise of the power conferred upon him by a Power of Attorney dated

the day of

has executed this deed the day and year first above written.

Signed as a Deed by the above named

as the Attorney of the above named BARCLAYS BANK PLC in the presence of:

.....

Receipt pursuant to Section 115 of the Law of Property Act 1925

Barclays Bank PLC hereby acknowledges this

day of
that it has received the balance of the moneys (including interest and costs) secured by the within written Deed the payment having been made by the within named Mortgagor

For and on behalf of BARCLAYS BANK PLC

(A Manager)

Registered number: 4155959

LEYSDOWN BAKERY LIMITED

UNAUDITED

ABBREVIATED ACCOUNTS

FOR THE YEAR ENDED 31 MARCH 2013

FRIDAY
A2EUYX15
A06 16/08/2013 #176
COMPANIES HOUSE

LEYSDOWN BAKERY LIMITED

The following reproduces the text of the report in respect of the company's annual financial statements, from which the abbreviated accounts (set out on pages 2 to 4) have been prepared

REPORT TO THE DIRECTOR ON THE PREPARATION OF THE UNAUDITED STATUTORY FINANCIAL STATEMENTS OF LEYSDOWN BAKERY LIMITED FOR THE YEAR ENDED 31 MARCH 2013

In order to assist you to fulfil your duties under the Companies Act 2006, I have prepared for your approval the financial statements of LEYSDOWN BAKERY LIMITED for the year ended 31 March 2013 which comprise the Profit and loss account, the Balance sheet and the related notes from the company's accounting records and from information and explanations you have given to me

As a practising member of the Association of Chartered Certified Accountants, I am subject to its ethical and other professional requirements which are detailed at http //rulebook accaglobal com

My work has been undertaken in accordance with the requirements of the Association of Chartered Certified Accountants as detailed at http //www accaglobal com/factsheet163

It is your duty to ensure that LEYSDOWN BAKERY LIMITED has kept adequate accounting records and to prepare statutory financial statements that give a true and fair view of the company's assets, liabilities, financial position and profit You consider that LEYSDOWN BAKERY LIMITED is exempt from the statutory audit requirement for the year

Andrew & co

ANDREW & CO

Chartered Certified Accountants

3 Lyncroft Gardens
Hounslow
Middlesex
TW3 2QT

31 July 2013

LEYSDOWN BAKERY LIMITED
REGISTERED NUMBER: 4155959

ABBREVIATED BALANCE SHEET
AS AT 31 MARCH 2013

	Note	£	2013 £	£	*2012* *£*
FIXED ASSETS					
Tangible assets	2		**23,588**		*22,902*
CURRENT ASSETS					
Stocks		**4,120**		*4,475*	
Debtors		**3,603**		*2,946*	
Cash at bank and in hand		**56,953**		*29,605*	
		64,676		*37,026*	
CREDITORS: amounts falling due within one year		**(47,249)**		*(57,343)*	
NET CURRENT ASSETS/(LIABILITIES)			**17,427**		*(20,317)*
TOTAL ASSETS LESS CURRENT LIABILITIES			**41,015**		*2,585*
PROVISIONS FOR LIABILITIES					
Deferred tax			**(2,631)**		*(1,744)*
NET ASSETS			**38,384**		*841*
CAPITAL AND RESERVES					
Called up share capital	3		**10**		*10*
Profit and loss account			**38,374**		*831*
SHAREHOLDERS' FUNDS			**38,384**		*841*

The director considers that the company is entitled to exemption from the requirement to have an audit under the provisions of section 477 of the Companies Act 2006 ("the Act") and members have not required the company to obtain an audit for the year in question in accordance with section 476 of the Act

The director acknowledges his responsibilities for complying with the requirements of the Companies Act 2006 with respect to accounting records and for preparing financial statements which give a true and fair view of the state of affairs of the company as at 31 March 2013 and of its profit for the year in accordance with the requirements of sections 394 and 395 of the Act and which otherwise comply with the requirements of the Companies Act 2006 relating to financial statements, so far as applicable to the company

The abbreviated accounts, which have been prepared in accordance with the special provisions relating to companies subject to the small companies regime within Part 15 of the Companies Act 2006, were approved and authorised for issue by the board and were signed on its behalf on 31 July 2013

Mr K Boyce
Director

The notes on pages 3 to 4 form part of these financial statements

NOTES TO THE ABBREVIATED ACCOUNTS FOR THE YEAR ENDED 31 MARCH 2013

1. ACCOUNTING POLICIES

1.1 Basis of preparation of financial statements

The full financial statements, from which these abbreviated accounts have been extracted, have been prepared under the historical cost convention and in accordance with the Financial Reporting Standard for Smaller Entities (effective April 2008)

1.2 Turnover

Turnover comprises revenue recognised by the company in respect of goods and services supplied during the year, exclusive of Value Added Tax and trade discounts

1.3 Tangible fixed assets and depreciation

Tangible fixed assets are stated at cost less depreciation Depreciation is provided at rates calculated to write off the cost of fixed assets, less their estimated residual value, over their expected useful lives on the following bases

L/Term Leasehold Property	-	Over the years of the lease
Plant and machinery	-	25% reducing balance
Motor vehicles	-	25% reducing balance
Fixtures and fittings	-	25% reducing balance
Office equipment	-	25% reducing balance

2. TANGIBLE FIXED ASSETS

	£
Cost	
At 1 April 2012	**56,436**
Additions	**8,360**
At 31 March 2013	**64,796**
Depreciation	
At 1 April 2012	**33,534**
Charge for the year	**7,674**
At 31 March 2013	**41,208**
Net book value	
At 31 March 2013	**23,588**
At 31 March 2012	*22,902*

NOTES TO THE ABBREVIATED ACCOUNTS FOR THE YEAR ENDED 31 MARCH 2013

3. SHARE CAPITAL

	2013	*2012*
	£	*£*
Allotted, called up and fully paid		
10 Ordinary shares of £1 each	**10**	*10*

Registered number: 4155959

LEYSDOWN BAKERY LIMITED

UNAUDITED

ABBREVIATED ACCOUNTS

FOR THE YEAR ENDED 31 MARCH 2012

FRIDAY

A1GZRLPU

A28 07/09/2012 #87

COMPANIES HOUSE

The following reproduces the text of the report in respect of the company's annual financial statements, from which the abbreviated accounts (set out on pages 2 to 4) have been prepared

REPORT TO THE DIRECTOR ON THE PREPARATION OF THE UNAUDITED STATUTORY FINANCIAL STATEMENTS OF LEYSDOWN BAKERY LIMITED FOR THE YEAR ENDED 31 MARCH 2012

In order to assist you to fulfil your duties under the Companies Act 2006, I have prepared for your approval the financial statements of LEYSDOWN BAKERY LIMITED for the year ended 31 March 2012 which comprise the Profit and loss account, the Balance sheet and the related notes from the company's accounting records and from information and explanations you have given to me

As a practising member of the Association of Chartered Certified Accountants, I am subject to its ethical and other professional requirements which are detailed at http //rulebook accaglobal com

My work has been undertaken in accordance with the requirements of the Association of Chartered Certified Accountants as detailed at http //www accaglobal com/factsheet163

It is your duty to ensure that LEYSDOWN BAKERY LIMITED has kept adequate accounting records and to prepare statutory financial statements that give a true and fair view of the company's assets, liabilities, financial position and profit You consider that LEYSDOWN BAKERY LIMITED is exempt from the statutory audit requirement for the year

Andrew & Co

ANDREW & CO

Chartered Certified Accountants

3 Lyncroft Gardens
Hounslow
Middlesex
TW3 2QT

8 August 2012

LEYSDOWN BAKERY LIMITED
REGISTERED NUMBER: 4155959

ABBREVIATED BALANCE SHEET
AS AT 31 MARCH 2012

	Note	£	2012 £	£	*2011 £*
FIXED ASSETS					
Tangible assets	2		**22,902**		*15,307*
CURRENT ASSETS					
Stocks		**4,475**		*2,150*	
Debtors		**2,946**		*2,346*	
Cash at bank and in hand		**29,605**		*3,459*	
		37,026		*7,955*	
CREDITORS: amounts falling due within one year		**(57,343)**		*(11,273)*	
NET CURRENT LIABILITIES			**(20,317)**		*(3,318)*
TOTAL ASSETS LESS CURRENT LIABILITIES			**2,585**		*11,989*
PROVISIONS FOR LIABILITIES					
Deferred tax			**(1,744)**		*(938)*
NET ASSETS			**841**		*11,051*
CAPITAL AND RESERVES					
Called up share capital	3		**10**		*10*
Profit and loss account			**831**		*11,041*
SHAREHOLDERS' FUNDS			**841**		*11,051*

The director considers that the company is entitled to exemption from the requirement to have an audit under the provisions of section 477 of the Companies Act 2006 ("the Act") and members have not required the company to obtain an audit for the year in question in accordance with section 476 of the Act

The director acknowledges his responsibility for complying with the requirements of the Companies Act 2006 with respect to accounting records and for preparing financial statements which give a true and fair view of the state of affairs of the company as at 31 March 2012 and of its profit for the year in accordance with the requirements of sections 394 and 395 of the Act and which otherwise comply with the requirements of the Companies Act 2006 relating to financial statements, so far as applicable to the company

The abbreviated accounts, which have been prepared in accordance with the special provisions relating to companies subject to the small companies regime within Part 15 of the Companies Act 2006, were approved and authorised for issue by the board and were signed on its behalf on 8 August 2012

Mr K Boyce
Director

The notes on pages 3 to 4 form part of these financial statements

NOTES TO THE ABBREVIATED ACCOUNTS FOR THE YEAR ENDED 31 MARCH 2012

1. ACCOUNTING POLICIES

1 1 Basis of preparation of financial statements

The full financial statements, from which these abbreviated accounts have been extracted, have been prepared under the historical cost convention and in accordance with the Financial Reporting Standard for Smaller Entities (effective April 2008)

1.2 Turnover

Turnover comprises revenue recognised by the company in respect of goods and services supplied during the year, exclusive of Value Added Tax and trade discounts

1 3 Tangible fixed assets and depreciation

Tangible fixed assets are stated at cost less depreciation Depreciation is provided at rates calculated to write off the cost of fixed assets, less their estimated residual value, over their expected useful lives on the following bases

L/Term Leasehold Property	-	Over the year of the lease
Plant and machinery	-	25% reducing balance
Motor vehicles	-	25% reducing balance
Fixtures and fittings	-	25% reducing balance
Office equipment	-	25% reducing balance

2 TANGIBLE FIXED ASSETS

	£
Cost	
At 1 April 2011	**41,586**
Additions	**14,850**
At 31 March 2012	**56,436**
Depreciation	
At 1 April 2011	**26,279**
Charge for the year	**7,255**
At 31 March 2012	**33,534**
Net book value	
At 31 March 2012	**22,902**
At 31 March 2011	*15,307*

NOTES TO THE ABBREVIATED ACCOUNTS FOR THE YEAR ENDED 31 MARCH 2012

3. SHARE CAPITAL

	2012	*2011*
	£	*£*
Allotted, called up and fully paid		
10 Ordinary shares of £1 each	**10**	*10*

Companies House
for the record

AR01 (ef)

Annual Return

Received for filing in Electronic Format on the: **14/02/2013**

X227C842

Company Name:	**LEYSDOWN BAKERY LIMITED**
Company Number:	**04155959**
Date of this return:	**07/02/2013**
SIC codes:	**10710**
Company Type:	**Private company limited by shares**
Situation of Registered Office:	**20-22 LEYSDOWN ROAD** **LEYSDOWN** **SHEERNESS** **KENT** **ME12 4RE**

Officers of the company

Company Secretary 1

Type: **Person**

Full forename(s): **KAREN**

Surname: **BOYCE**

Former names:

Service Address: **63 DANES DRIVE**
LEYSDOWN
SHEERNESS
KENT
ME12 4AJ

Company Director 1

Type: **Person**

Full forename(s): **KEITH**

Surname: **BOYCE**

Former names:

Service Address: **63 DANES DRIVE**
LEYSDOWN
SHEERNESS
KENT
ME12 4AJ

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **29/05/1963** *Nationality:* **BRITISH**

Occupation: **BAKER**

Statement of Capital (Share Capital)

Class of shares	**ORDINARY**	*Number allotted*	**10**
		Aggregate nominal value	**10**
Currency	**GBP**	*Amount paid per share*	**0**
		Amount unpaid per share	**0**

Prescribed particulars

NONE

Statement of Capital (Totals)

Currency	**GBP**	*Total number of shares*	**10**
		Total aggregate nominal value	**10**

Full Details of Shareholders

The details below relate to individuals / corporate bodies that were shareholders as at 07/02/2013 or that had ceased to be shareholders since the made up date of the previous Annual Return

A full list of shareholders for the company are shown below

Shareholding 1 : **5 ORDINARY shares held as at the date of this return**
Name: **KEITH BOYCE**

Shareholding 2 : **5 ORDINARY shares held as at the date of this return**
Name: **KAREN BOYCE**

Authorisation

Authenticated

This form was authorised by one of the following:

Director, Secretary, Person Authorised, Charity Commission Receiver and Manager, CIC Manager, Judicial Factor.

Companies House
for the record

AR01 (ef)

Annual Return

Received for filing in Electronic Format on the: **20/02/2012**

X132IMV5

Company Name:	**LEYSDOWN BAKERY LIMITED**
Company Number:	**04155959**
Date of this return:	**07/02/2012**
SIC codes:	**10710**
Company Type:	**Private company limited by shares**
Situation of Registered Office:	**20-22 LEYSDOWN ROAD** **LEYSDOWN** **SHEERNESS** **KENT** **ME12 4RE**

Officers of the company

Company Secretary 1

Type: **Person**

Full forename(s): **KAREN**

Surname: **BOYCE**

Former names:

Service Address: **63 DANES DRIVE**
LEYSDOWN
SHEERNESS
KENT
ME12 4AJ

Company Director 1

Type: **Person**

Full forename(s): **KEITH**

Surname: **BOYCE**

Former names:

Service Address: **63 DANES DRIVE**
LEYSDOWN
SHEERNESS
KENT
ME12 4AJ

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **29/05/1963** *Nationality:* **BRITISH**

Occupation: **BAKER**

Statement of Capital (Share Capital)

Class of shares	**ORDINARY**	*Number allotted*	**10**
		Aggregate nominal value	**10**
Currency	**GBP**	*Amount paid per share*	**0**
		Amount unpaid per share	**0**

Prescribed particulars

NONE

Statement of Capital (Totals)

Currency	**GBP**	*Total number of shares*	**10**
		Total aggregate nominal value	**10**

Full Details of Shareholders

The details below relate to individuals / corporate bodies that were shareholders as at 07/02/2012 or that had ceased to be shareholders since the made up date of the previous Annual Return

A full list of shareholders for the company are shown below

Shareholding 1 : **5 ORDINARY shares held as at the date of this return**
Name: **KEITH BOYCE**

Shareholding 2 : **5 ORDINARY shares held as at the date of this return**
Name: **KAREN BOYCE**

Authorisation

Authenticated

This form was authorised by one of the following:

Director, Secretary, Person Authorised, Charity Commission Receiver and Manager, CIC Manager, Judicial Factor.

LEYSDOWN BAKERY LIMITED

UNAUDITED

ABBREVIATED ACCOUNTS

FOR THE YEAR ENDED 31 MARCH 2011

WEDNESDAY

AGQ3OWY1

A33 24/08/2011 42

COMPANIES HOUSE

The following reproduces the text of the report in respect of the company's annual financial statements, from which the abbreviated accounts (set out on pages 2 to 4) have been prepared

REPORT TO THE DIRECTOR ON THE PREPARATION OF THE UNAUDITED STATUTORY FINANCIAL STATEMENTS OF LEYSDOWN BAKERY LIMITED FOR THE YEAR ENDED 31 MARCH 2011

In order to assist you to fulfil your duties under the Companies Act 2006, I have prepared for your approval the financial statements of LEYSDOWN BAKERY LIMITED for the year ended 31 March 2011 which comprise the Balance sheet and the related notes from the company's accounting records and from information and explanations you have given to me

As a practising member of the Association of Chartered Certified Accountants, I am subject to its ethical and other professional requirements which are detailed at http //rulebook accaglobal com

This report is made solely to the director of LEYSDOWN BAKERY LIMITED in accordance with the terms of my engagement letter My work has been undertaken solely to prepare for your approval the financial statements of LEYSDOWN BAKERY LIMITED and state those matters that I have agreed to state to him in this report in accordance with the requirements of the Association of Chartered Certified Accountants as detailed at http //www accaglobal com/factsheet163 To the fullest extent permitted by law, I do not accept or assume responsibility to anyone other than LEYSDOWN BAKERY LIMITED and its director for my work or for this report

It is your duty to ensure that LEYSDOWN BAKERY LIMITED has kept adequate accounting records and to prepare statutory financial statements that give a true and fair view of the company's assets, liabilities, financial position and profit You consider that LEYSDOWN BAKERY LIMITED is exempt from the statutory audit requirement for the year

Andrew & Co

ANDREW & CO

Chartered Certified Accountants

3 Lyncroft Gardens
Hounslow
Middlesex
TW3 2QT

5 August 2011

LEYSDOWN BAKERY LIMITED
REGISTERED NUMBER 4155959

ABBREVIATED BALANCE SHEET
AS AT 31 MARCH 2011

	Note	£	2011 £	£	*2010* *£*
FIXED ASSETS					
Tangible assets	2		**15,307**		*18,659*
CURRENT ASSETS					
Stocks		**2,150**		*1,820*	
Debtors		**2,346**		*5,027*	
Cash in hand		**3,459**		*8,108*	
		7,955		*14,955*	
CREDITORS: amounts falling due within one year		**(11,272)**		*(16,638)*	
NET CURRENT LIABILITIES			**(3,317)**		*(1,683)*
TOTAL ASSETS LESS CURRENT LIABILITIES			**11,990**		*16,976*
CREDITORS: amounts falling due after more than one year			**-**		*(987)*
PROVISIONS FOR LIABILITIES					
Deferred tax			**(938)**		*(1,107)*
NET ASSETS			**11,052**		*14,882*
CAPITAL AND RESERVES					
Called up share capital	3		**10**		*10*
Profit and loss account			**11,042**		*14,872*
SHAREHOLDERS' FUNDS			**11,052**		*14,882*

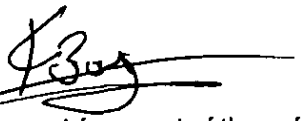
The director considers that the company is entitled to exemption from the requirement to have an audit under the provisions of section 477 of the Companies Act 2006 ("the Act") and members have not required the company to obtain an audit for the year in question in accordance with section 476 of the Act

The director acknowledges his responsibility for ensuring that the company keeps accounting records which comply with section 386 of the Act and for preparing financial statements which give a true and fair view of the state of affairs of the company as at 31 March 2011 and of its profit for the year then ended in accordance with the requirements of sections 394 and 395 of the Act and which otherwise comply with the requirements of the Companies Act 2006 relating to the financial statements so far as applicable to the company

ABBREVIATED BALANCE SHEET (continued)
AS AT 31 MARCH 2011

The abbreviated accounts, which have been prepared in accordance with the special provisions relating to companies subject to the small companies regime within Part 15 of the Companies Act 2006, were approved and authorised for issue by the board and were signed on its behalf on 5 August 2011

Mr K Boyce
Director



The notes on page 4 form part of these financial statements

NOTES TO THE ABBREVIATED ACCOUNTS FOR THE YEAR ENDED 31 MARCH 2011

1 ACCOUNTING POLICIES

1.1 Basis of preparation of financial statements

The full financial statements, from which these abbreviated accounts have been extracted, have been prepared under the historical cost convention and in accordance with the Financial Reporting Standard for Smaller Entities (effective April 2008)

1 2 Turnover

Turnover comprises revenue recognised by the company in respect of goods and services supplied, exclusive of Value Added Tax and trade discounts

1.3 Tangible fixed assets and depreciation

Tangible fixed assets are stated at cost less depreciation Depreciation is provided at rates calculated to write off the cost of fixed assets, less their estimated residual value, over their expected useful lives on the following bases

Plant & machinery	-	25% on reducing balance
Motor vehicles	-	25% on reducing balance
Office equipment	-	25% on reducing balance

2. TANGIBLE FIXED ASSETS

	£
Cost	
At 1 April 2010	**39,837**
Additions	**1,750**
At 31 March 2011	**41,587**
Depreciation	
At 1 April 2010	**21,178**
Charge for the year	**5,102**
At 31 March 2011	**26,280**
Net book value	
At 31 March 2011	**15,307**
At 31 March 2010	*18,659*

3 SHARE CAPITAL

	2011 £	*2010 £*
Allotted, called up and fully paid		
10 Ordinary shares of £1 each	**10**	*10*

Companies House
for the record

AR01 (ef)

Annual Return

Received for filing in Electronic Format on the: **08/02/2011**

XPGK6RH0

Company Name:	**LEYSDOWN BAKERY LIMITED**
Company Number:	**04155959**
Date of this return:	**07/02/2011**
SIC codes:	**1581**
Company Type:	**Private company limited by shares**
Situation of Registered Office:	**20-22 LEYSDOWN ROAD** **LEYSDOWN** **SHEERNESS** **KENT** **ME12 4RE**

Officers of the company

Company Secretary 1

Type: **Person**

Full forename(s): **KAREN**

Surname: **BOYCE**

Former names:

Service Address: **63 DANES DRIVE**
LEYSDOWN
SHEERNESS
KENT
ME12 4AJ

Company Director 1

Type: **Person**

Full forename(s): **KEITH**

Surname: **BOYCE**

Former names:

Service Address: **63 DANES DRIVE**
LEYSDOWN
SHEERNESS
KENT
ME12 4AJ

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **29/05/1963** *Nationality:* **BRITISH**

Occupation: **BAKER**

Statement of Capital (Share Capital)

Class of shares	**ORDINARY**	*Number allotted*	**10**
		Aggregate nominal value	**10**
Currency	**GBP**	*Amount paid per share*	**0**
		Amount unpaid per share	**0**

Prescribed particulars

NONE

Statement of Capital (Totals)

Currency	**GBP**	*Total number of shares*	**10**
		Total aggregate nominal value	**10**

Full Details of Shareholders

The details below relate to individuals / corporate bodies that were shareholders as at 07/02/2011 or that had ceased to be shareholders since the made up date of the previous Annual Return

A full list of shareholders for a private or non-traded public company are shown below

Shareholding 1 : **5 ORDINARY shares held as at 2011-02-07**
Name: **KEITH BOYCE**

Shareholding 2 : **5 ORDINARY shares held as at 2011-02-07**
Name: **KAREN BOYCE**

Authorisation

Authenticated

This form was authorised by one of the following:

Director, Secretary, Person Authorised, Charity Commission Receiver and Manager, CIC Manager, Judicial Factor.

Registered number: 4155959

LEYSDOWN BAKERY LIMITED

UNAUDITED

ABBREVIATED ACCOUNTS

FOR THE YEAR ENDED 31 MARCH 2010

TUESDAY

AS177MFI

A18 10/08/2010 179

COMPANIES HOUSE

LEYSDOWN BAKERY LIMITED
REGISTERED NUMBER. 4155959

ABBREVIATED BALANCE SHEET
AS AT 31 MARCH 2010

	Note	£	2010 £	£	*2009* £
FIXED ASSETS					
Tangible fixed assets	2		**18,659**		*14,694*
CURRENT ASSETS					
Stocks		**1,820**		*1,980*	
Debtors		**5,027**		*2,008*	
Cash at bank and in hand		**8,108**		*3,315*	
		14,955		*7,303*	
CREDITORS: amounts falling due within one year	3	**(16,639)**		*(15,573)*	
NET CURRENT LIABILITIES			**(1,684)**		*(8,270)*
TOTAL ASSETS LESS CURRENT LIABILITIES			**16,975**		*6,424*
CREDITORS: amounts falling due after more than one year			**(987)**		-
PROVISIONS FOR LIABILITIES					
Deferred tax			**(1,107)**		*(831)*
NET ASSETS			**14,881**		*5,593*
CAPITAL AND RESERVES					
Called up share capital	4		**10**		*10*
Profit and loss account			**14,871**		*5,583*
SHAREHOLDERS' FUNDS			**14,881**		*5,593*

The director considers that the company is entitled to exemption from the requirement to have an audit under the provisions of section 477 of the Companies Act 2006 ("the Act") and members have not required the company to obtain an audit for the year in question in accordance with section 476 of the Act The director acknowledges his responsibility for ensuring that the company keeps accounting records which comply with section 386 of the Act and for preparing financial statements which give a true and fair view of the state of affairs of the company as at 31 March 2010 and of its profit for the year then ended in accordance with the requirements of sections 394 and 395 of the Act and which otherwise comply with the requirements of the Companies Act 2006 relating to the financial statements so far as applicable to the company.

ABBREVIATED BALANCE SHEET (continued)
AS AT 31 MARCH 2010

The abbreviated accounts, which have been prepared in accordance with the special provisions relating to companies subject to the small companies regime within Part 15 of the Companies Act 2006 were approved and authorised for issue by the board and were signed on its behalf on 2 August 2010

Mr K Boyce
Director

The notes on pages 3 to 4 form part of these financial statements

NOTES TO THE ABBREVIATED ACCOUNTS FOR THE YEAR ENDED 31 MARCH 2010

1. ACCOUNTING POLICIES

1.1 Basis of preparation of financial statements

The full financial statements, from which these abbreviated accounts have been extracted, have been prepared under the historical cost convention and in accordance with the Financial Reporting Standard for Smaller Entities (effective April 2008)

1.2 Turnover

Turnover comprises revenue recognised by the company in respect of goods and services supplied, exclusive of Value Added Tax and trade discounts

1.3 Tangible fixed assets and depreciation

Tangible fixed assets are stated at cost less depreciation Depreciation is provided at rates calculated to write off the cost of fixed assets, less their estimated residual value, over their expected useful lives on the following bases

Plant & machinery	-	25%	reducing balance
Motor vehicles	-	25%	reducing balance
Office equipment	-	25%	reducing balance

2. TANGIBLE FIXED ASSETS

	£
Cost	
At 1 April 2009	**31,606**
Additions	**11,631**
Disposals	**(3,400)**
At 31 March 2010	**39,837**
Depreciation	
At 1 April 2009	**16,912**
Charge for the year	**6,247**
On disposals	**(1,981)**
At 31 March 2010	**21,178**
Net book value	
At 31 March 2010	**18,659**
At 31 March 2009	*14,694*

3 CREDITORS·

Amounts falling due within one year

The directors has given a personal guarantee in respect of the overdraft

NOTES TO THE ABBREVIATED ACCOUNTS FOR THE YEAR ENDED 31 MARCH 2010

4. SHARE CAPITAL

	2010	*2009*
	£	*£*
Allotted, called up and fully paid		
10 Ordinary shares of £1 each	**10**	*10*

Companies House
— for the record —

AR01 (ef)

Annual Return

Received for filing in Electronic Format on the: **25/02/2010**

XV4LOHTF

Company Name:	**LEYSDOWN BAKERY LIMITED**
Company Number:	**04155959**
Date of this return:	**07/02/2010**
SIC codes:	**1581**
Company Type:	**Private company limited by shares**
Situation of Registered Office:	**20-22 LEYSDOWN ROAD LEYSDOWN SHEERNESS KENT ME12 4RE**

Officers of the company

Company Secretary *1*

Type:	**Person**
Full forename(s):	**KAREN**
Surname:	**BOYCE**
Former names:	

Service Address: **63 DANES DRIVE**
LEYSDOWN
SHEERNESS
KENT
ME12 4AJ

Company Director 1

Type: **Person**

Full forename(s): **KEITH**

Surname: **BOYCE**

Former names:

Service Address: **63 DANES DRIVE**
LEYSDOWN
SHEERNESS
KENT
ME12 4AJ

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **29/05/1963** *Nationality:* **BRITISH**

Occupation: **BAKER**

Statement of Capital (Share Capital)

Class of shares	**ORDINARY**	*Number allotted*	**10**
		Aggregate nominal value	**10**
Currency	**GBP**	*Amount paid per share*	**0**
		Amount unpaid per share	**0**
Prescribed particulars	**NONE**		

Statement of Capital (Totals)

Currency	**GBP**	*Total number of shares*	**10**
		Total aggregate nominal value	**10**

Full Details of Shareholders

The details below relate to individuals / corporate bodies that were shareholders as at 07/02/2010 or that had ceased to be shareholders since the made up date of the previous Annual Return

A full list of shareholders for a private or non-traded public company are shown below

Shareholding : 1

5 ORDINARY Shares held as at 07/02/2010

Name: **KEITH BOYCE**

Address:

Shareholding : 2

5 ORDINARY Shares held as at 07/02/2010

Name: **KAREN BOYCE**

Address:

Authorisation

Authenticated

This form was authorised by one of the following:

Director, Secretary, Person Authorised, Charity Commission Receiver and Manager, CIC Manager, Judicial Factor.

Registered number: 4155959

LEYSDOWN BAKERY LIMITED

UNAUDITED

ABBREVIATED ACCOUNTS

FOR THE YEAR ENDED 31 MARCH 2009

THURSDAY

AOW4YBSZ

A51 23/07/2009 164

COMPANIES HOUSE

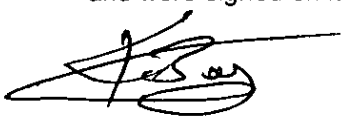
LEYSDOWN BAKERY LIMITED

ABBREVIATED BALANCE SHEET
AS AT 31 MARCH 2009

	Note	£	2009 £	£	2008 £
FIXED ASSETS					
Tangible fixed assets	2		**14,693**		*11,030*
CURRENT ASSETS					
Stocks		**1,980**		*1,775*	
Debtors		**2,008**		*913*	
Cash in hand		**3,315**		*6,458*	
		7,303		*9,146*	
CREDITORS: amounts falling due within one year		**(15,572)**		*(12,073)*	
NET CURRENT LIABILITIES			**(8,269)**		*(2,927)*
TOTAL ASSETS LESS CURRENT LIABILITIES			**6,424**		*8,103*
PROVISIONS FOR LIABILITIES					
Deferred tax			**(831)**		*(38)*
NET ASSETS			**5,593**		*8,065*
CAPITAL AND RESERVES					
Called up share capital	3		**10**		*10*
Profit and loss account			**5,583**		*8,055*
SHAREHOLDERS' FUNDS			**5,593**		*8,065*

The director considers that the company is entitled to exemption from the requirement to have an audit under the provisions of section 249A(1) of the Companies Act 1985 and members have not required the company to obtain an audit of its accounts for the year in question in accordance with section 249B(2) of the Act. The director acknowledges his responsibility for ensuring that the company keeps accounting records which comply with section 221 of the Act and for preparing financial statements which give a true and fair view of the state of affairs of the company as at 31 March 2009 and of its profit for the year then ended in accordance with the requirements of section 226 of the Act and which otherwise comply with the requirements of the Companies Act 1985 relating to the financial statements so far as applicable to the company.

The abbreviated accounts, which have been prepared in accordance with the special provisions of Part VII of the Companies Act 1985 applicable to small companies, were approved and authorised for issue by the board and were signed on its behalf on 20 July 2009.



Mr K Boyce
Director

The notes on pages 2 to 3 form part of these financial statements.

NOTES TO THE ABBREVIATED ACCOUNTS FOR THE YEAR ENDED 31 MARCH 2009

1. ACCOUNTING POLICIES

1.1 Basis of preparation of financial statements

The full financial statements, from which these abbreviated accounts have been extracted, have been prepared under the historical cost convention and in accordance with the Financial Reporting Standard for Smaller Entities (effective January 2007).

1.2 Turnover

Turnover comprises revenue recognised by the company in respect of goods and services supplied, exclusive of Value Added Tax and trade discounts.

1.3 Tangible fixed assets and depreciation

Tangible fixed assets are stated at cost less depreciation. Depreciation is provided at rates calculated to write off the cost of fixed assets, less their estimated residual value, over their expected useful lives on the following bases:

Plant & machinery	-	25%	reducing balance
Motor vehicles	-	25%	reducing balance
Office equipment	-	25%	reducing balance

2. TANGIBLE FIXED ASSETS

	£
Cost	
At 1 April 2008	**23,048**
Additions	**8,558**
At 31 March 2009	**31,606**
Depreciation	
At 1 April 2008	**12,018**
Charge for the year	**4,895**
At 31 March 2009	**16,913**
Net book value	
At 31 March 2009	**14,693**
At 31 March 2008	*11,030*

NOTES TO THE ABBREVIATED ACCOUNTS FOR THE YEAR ENDED 31 MARCH 2009

3. SHARE CAPITAL

	2009 £	*2008 £*
Authorised		
100 Ordinary shares of £1 each	**100**	*100*
Allotted, called up and fully paid		
10 Ordinary shares of £1 each	**10**	*10*

Companies House
for the record

CH01 (ef)

Change of Director's Details

XV4LNHTE

Company Name: **LEYSDOWN BAKERY LIMITED**

Company Number: **04155959**

Received for filing in Electronic Format on the: **25/02/2010**

Details Prior to Change

Position: **DIRECTOR**

Date of Birth: **29/05/1963**

Original Name: **KEITH BOYCE**

New Details

Date of Change: **25/02/2010**

Country/State Usually Resident: **UNITED KINGDOM**

Authorisation

Authenticated

This form was authorised by one of the following:

Director, Secretary, Person Authorised, Administrator, Administrative Receiver, Receiver, Receiver Manager, Charity Commission Receiver and Manager, CIC Manager, Judicial Factor.

Companies House
— for the record —

363a (ef)

Annual Return

XUER37SY

Received for filing in Electronic Format on the: **01/03/2009**

Company Name: **LEYSDOWN BAKERY LIMITED**

Company Number: **04155959**

Company Details

Period Ending: **07/02/2009**

Company Type: **PRIVATE COMPANY LIMITED BY SHARES**

Pricipal Business Activities:

SIC codes:

1581

Registered Office Address:

20-22 LEYSDOWN ROAD
LEYSDOWN
SHEERNESS
KENT
ME12 4RE

Register of Members Address:

Register of Debenture Holders Address:

Details of Officers of the Company

Company Secretary 1:

Name: **KAREN BOYCE**

Address: **63 DANES DRIVE**
LEYSDOWN
SHEERNESS
KENT
ME12 4AJ

Director 1 :

Name: **KEITH BOYCE**

Address: **63 DANES DRIVE**
LEYSDOWN
SHEERNESS
KENT
ME12 4AJ

Date of Birth: **29/05/1963** *Nationality:* **BRITISH** *Occupation:* **BAKER**

Share Capital

Issued Share Capital Details:

Class of Share	*Number of Shares issued*	*Aggregate Nominal value of issued Shares*
ORDINARY	**10**	**GBP10**
TOTALS		
	10	**GBP10**

Full Details of Shareholders

The details below relate to individuals / corporate bodies that were shareholders as at 07/02/2009 or that had ceased to be shareholders since the made up date of the previous Annual Return

Shareholding 1: **5 ORDINARY Shares held as at 07/02/2009**

Name: **KEITH BOYCE**

Address:

Shareholding 2: **5 ORDINARY Shares held as at 07/02/2009**

Name: **KAREN BOYCE**

Address:

Authorisation

Authoriser Designation: **director** *Date Authorised:* **01/03/2009** *Authenticated:* **Yes (E/W)**

Registered number: 4155959

LEYSDOWN BAKERY LIMITED

UNAUDITED

ABBREVIATED ACCOUNTS

FOR THE YEAR ENDED 31 MARCH 2008

THURSDAY
AL32E0WA
A21 26/06/2008 96
COMPANIES HOUSE

LEYSDOWN BAKERY LIMITED

ABBREVIATED BALANCE SHEET
AS AT 31 MARCH 2008

	Note	£	2008 £	£	*2007* *£*
FIXED ASSETS					
Tangible fixed assets	2		**11,030**		*9,174*
CURRENT ASSETS					
Stocks		**1,775**		*1,450*	
Debtors		**913**		*1,795*	
Cash in hand		**6,458**		*5,873*	
		9,146		*9,118*	
CREDITORS: amounts falling due within one year		**(12,073)**		*(12,297)*	
NET CURRENT LIABILITIES			**(2,927)**		*(3,179)*
TOTAL ASSETS LESS CURRENT LIABILITIES			**8,103**		*5,995*
PROVISIONS FOR LIABILITIES					
Deferred tax			**(38)**		-
NET ASSETS			**8,065**		*5,995*
CAPITAL AND RESERVES					
Called up share capital	3		**10**		*10*
Profit and loss account			**8,055**		*5,985*
SHAREHOLDERS' FUNDS			**8,065**		*5,995*

The director considers that the company is entitled to exemption from the requirement to have an audit under the provisions of section 249A(1) of the Companies Act 1985 and members have not required the company to obtain an audit of its accounts for the year in question in accordance with section 249B(2) of the Act The director acknowledges his responsibility for ensuring that the company keeps accounting records which comply with section 221 of the Act and for preparing financial statements which give a true and fair view of the state of affairs of the company as at 31 March 2008 and of its profit for the year then ended in accordance with the requirements of section 226 of the Act and which otherwise comply with the requirements of the Companies Act 1985 relating to the financial statements so far as applicable to the company

The abbreviated accounts, which have been prepared in accordance with the special provisions of Part VII of the Companies Act 1985 applicable to small companies, were approved and authorised for issue by the board and were signed on its behalf on 23 June 2008

Mr K Boyce
Director

The notes on pages 2 to 3 form part of these financial statements

NOTES TO THE ABBREVIATED ACCOUNTS FOR THE YEAR ENDED 31 MARCH 2008

1 ACCOUNTING POLICIES

1.1 BASIS OF PREPARATION OF FINANCIAL STATEMENTS

The full financial statements, from which these abbreviated accounts have been extracted, have been prepared under the historical cost convention and in accordance with the Financial Reporting Standard for Smaller Entities (effective January 2007)

1.2 TURNOVER

Turnover comprises revenue recognised by the company in respect of goods and services supplied, exclusive of Value Added Tax and trade discounts

1 3 TANGIBLE FIXED ASSETS AND DEPRECIATION

Tangible fixed assets are stated at cost less depreciation Depreciation is provided at rates calculated to write off the cost of fixed assets, less their estimated residual value, over their expected useful lives on the following bases

Plant & machinery	-	25%	reducing balance
Motor vehicles	-	25%	reducing balance
Office equipment	-	25%	reducing balance

2. TANGIBLE FIXED ASSETS

	£
COST	
At 1 April 2007	**25,017**
Additions	**8,744**
Disposals	**(10,713)**
At 31 March 2008	**23,048**
DEPRECIATION	
At 1 April 2007	**15,843**
Charge for the year	**3,684**
On disposals	**(7,509)**
At 31 March 2008	**12,018**
NET BOOK VALUE	
At 31 March 2008	**11,030**
At 31 March 2007	*9,174*

NOTES TO THE ABBREVIATED ACCOUNTS FOR THE YEAR ENDED 31 MARCH 2008

3 SHARE CAPITAL

	2008 £	*2007 £*
AUTHORISED		
100 Ordinary shares of £1 each	**100**	*100*
ALLOTTED, CALLED UP AND FULLY PAID		
10 Ordinary shares of £1 each	**10**	*10*

Companies House
— for the record —

363a (ef)

Annual Return

XUKUJYXJ

Received for filing in Electronic Format on the: **16/04/2008**

Company Name: **LEYSDOWN BAKERY LIMITED**

Company Number: **04155959**

Company Details

Period Ending: **07/02/2008**

Company Type: **PRIVATE COMPANY LIMITED BY SHARES**

Pricipal Business Activities:

SIC codes:

1581

Registered Office Address:

20-22 LEYSDOWN ROAD
LEYSDOWN
SHEERNESS
KENT
ME12 4RE

Register of Members Address:

Register of Debenture Holders Address:

Details of Officers of the Company

Company Secretary 1:

Name: **KAREN BOYCE**

Address: **63 DANES DRIVE**
LEYSDOWN
SHEERNESS
KENT
ME12 4AJ

Director 1 :

Name: **KEITH BOYCE**

Address: **63 DANES DRIVE**
LEYSDOWN
SHEERNESS
KENT
ME12 4AJ

Date of Birth:	*Nationality:*	*Occupation:*
29/05/1963	**BRITISH**	**BAKER**

Share Capital

Issued Share Capital Details:

Class of Share	*Number of Shares issued*	*Aggregate Nominal value of issued Shares*
ORDINARY	**10**	**GBP10**
TOTALS		
	10	**GBP10**

Full Details of Shareholders

The details below relate to individuals / corporate bodies that were shareholders as at 07/02/2008 or that had ceased to be shareholders since the made up date of the previous Annual Return

Shareholding 1:

5 ORDINARY Shares held as at 07/02/2008

Name: **KEITH BOYCE**

Address: **63 DANES DRIVE**
LEYSDOWN
SHEERNESS
KENT
ME12 4AJ

Shareholding 2:

5 ORDINARY Shares held as at 07/02/2008

Name: **KAREN BOYCE**

Address: **63 DANES DRIVE**
LEYSDOWN-ON-SEA
SHEERNESS
KENT
ME12 4AJ

Authorisation

Authoriser Designation: **director** *Date Authorised:* **16/04/2008** *Authenticated:* **Yes (E/W)**

100454/30

Company Name
LEYSDOWN BAKERY LIMITED

363s Annual Return

Company Type
Private Company Limited By Shares
Company Number
4155959
Information extracted from Companies House records on
26th March 2007

> Please check the details printed in the "**Current details**" column
> If any details are wrong, strike them through and write the correct details in the "**Amended details**" column
> Please complete in **black** ink and us

FRIDAY

"A79UZOOV"
A08 13/04/2007 423
COMPANIES HOUSE

Section 1: Company details

Ref 4155959/03/10

	Current details	Amended details
> Registered Office Address *If any of the details are wrong, strike them through and fill in the correct details in the "Amended details" column*	**20-22 Leysdown Road** **Leysdown** **Sheerness** **Kent ME12 4RE**	Address UK Postcode
> Register of Members *If any of the details are wrong, strike them through and fill in the correct details in the "Amended details" column*	**Address where the Register is held** **At Registered Office**	Address UK Postcode
> Register of Debenture Holders *If any of the details are wrong, strike them through and fill in the correct details in the "Amended details" column*	**Not Applicable**	Address UK Postcode
> Principal Business Activities *If any of the details are wrong, strike them through and fill in the correct details in the "Amended details" column*	**SIC Code** **Description** **1581** **Mfr of bread, fresh pastry & cakes**	**SIC CODE** **Description**
> *Please enter additional principal activity code(s) in "Amended details" column See notes for guidance for list of activity codes*		

Company Number - 4155959

Section 2: Details of Officers of the Company

	Current details	Amended details
> **Company Secretary** *If any of the details for this person are wrong, strike them through and fill in the correct details in the "Amended details" column* *Particulars of a new Company Secretary must be notified on form 288a*	**Name** **Karen BOYCE** **Address** **63 Danes Drive** **Leysdown** **Sheerness** **Kent** **ME12 4AJ**	Name _____ ☐ Tick this box if this address is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 Address _____ _____ _____ UK Postcode ____ ___ Date of change __ / __ / ____ Date Karen BOYCE ceased to be secretary (if applicable) __ / __ / ____
> **Director** *If any of the details for this person are wrong strike them through and fill in the correct details in the "Amended details" column* *Particulars of a new Director must be notified on form 288a*	**Name** **Keith BOYCE** **Address** **63 Danes Drive** **Leysdown** **Sheerness** **Kent** **ME12 4AJ** **Date of birth 29/05/1963** **Nationality British** **Occupation Baker**	Name _____ ☐ Tick this box if this address is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 Address _____ _____ _____ UK Postcode ____ ___ Date of birth __ / __ / ____ Nationality _____ Occupation _____ Date of change __ / __ / ____ Date Keith BOYCE ceased to be director (if applicable) __ / __ / ____

Company Number - 4155959

Section 3: Share Capital

	Current details	Amended details
> **Issued Share Capital** *This table shows the total number of shares that have been issued by your company and their Nominal Value If any of the details are wrong, please fill in the correct details*	**Class of share** **Ordinary**	Class of share
	Nominal value of each share **£1.00**	Nominal value of each share
	Number of shares issued **10**	Number of shares issued
	Aggregate Nominal Value of issued shares **£10.00**	Aggregate Nominal Value of issued shares
> **Total shares issued and value** *If any of the details are wrong, strike them through and fill in the correct details in the "Amended details" column*	**Total number of shares issued** **10**	Total number of shares issued
	Total Nominal value of shares issued **£10.00**	Total Nominal value of shares issued

> **At the date of this Annual Return, if the company has altered or changed its share capital in any way or allotted new shares, please refer to the guidance notes for details of the appropriate form that should be sent with this Annual Return Annual return guidance notes are available on the Companies House web site at www companieshouse.gov uk or by ringing 0870 3333636**

Company Number - 4155959

Section 4: Details of Shareholders

> The details we hold on your company's shareholders and their shareholdings are printed below These are based on your last Annual Return

> If any details have changed, or if any shares have been transferred, please fill in the details in the *"Amended details"* or *"Shares transferred"* column

> Please give details of any other shareholders in Section 5

Current details	Amended details	Shares transferred
> **Shareholder Name** **Karen BOYCE** **Address** **63 Danes Drive** **Leysdown-On-Sea** **Sheerness** **Kent** **ME12 4AJ** **Shares held** *Class* — *Number* **Ordinary** — **5**	Name Address UK Postcode **Shares held** *Class* — *Number*	**Shares transferred by Karen BOYCE** *Class* — *Number* — *Date of transfer* (__/__/____)
> **Shareholder Name** **Keith BOYCE** **Address** **63 Danes Drive** **Leysdown** **Sheerness** **Kent** **ME12 4AJ** **Shares held** *Class* — *Number* **Ordinary** — **5**	Name Address UK Postcode **Shares held** *Class* — *Number*	**Shares transferred by Keith BOYCE** *Class* — *Number* — *Date of transfer* (__/__/____)

Company Number - 4155959

Section 5: Details of Other Shareholders

> Please fill in details of any persons or corporate bodies who are shareholders of the company at the date of this return, but whose details are not printed in Section 4

> Also, provide the details of any persons who became but have ceased to be shareholders of the company since the date of the last annual return

> For jointly held shares please list those joint shareholders consecutively on the form If a joint shareholder also holds shares in their own right, list that holding separately

> Please copy this page if there is not enough space to enter all the company's other shareholders

Shareholders details	Class and number of shares or amount of stock held	Class and number of shares or amount of stock transferred (If appropriate)	Date of registration of transfer (If appropriate)
Name Address UK Postcode			
Name Address UK Postcode			
Name Address UK Postcode			
Name Address UK Postcode			

Company Number - 4155959

363s Annual Return Declaration

> When you have checked all the sections of this form, please complete this page and sign the declaration below

> If you want to change the made up date of this annual return, please complete 2 below

1. Declaration

☑ I confirm that the details in this annual return are correct as at the made-up-date (shown at 2 below) I enclose the filing fee of £30

Signature _____ (Director / ~~Secretary~~)

Date 04/04/2007

This date must not be earlier than the return date at 2 below

What to do now

Complete this page then send the whole of the Annual Return and the declaration to the address shown at 4 below

2. Date of this return

☐ This AR is made up to ***7/2/2007***

If you are making this return up to an earlier date, please give the date here

__ / __ / ____

Note The form must be delivered to CH within 28 days of this date

3. Date of next return

☐ If you wish to change your next return to a date earlier than **7th February 2008** please give the new date here

__ / __ / ____

4. Where to send this form

☐ Please return this form to

Registrar of Companies
Companies House
Crown Way
Cardiff CF14 3UZ

OR

For members of the Hays Document Exchange service
DX 33050 Cardiff

Have you enclosed the filing fee with the company number written on the reverse of the cheque?

Contact Address

You do not have to give any contact information below, but if you do, it will help Companies House to contact you if there is a query on the form The contact information that you give will be visible to searchers of the public record

Contact Name
ANDREW & CO

Telephone number *inc code*

Address
3 LYNCROFT GARDENS
HOUNSLOW
MIDDX

DX number *if applicable*

DX exchange

Postcode TW3 2QT

Registered number: 4155959

LEYSDOWN BAKERY LIMITED

UNAUDITED

ABBREVIATED ACCOUNTS

FOR THE YEAR ENDED 31 MARCH 2007

TUESDAY
AZS1MW6Q
A03 08/01/2008
COMPANIES HOUSE 580

LEYSDOWN BAKERY LIMITED

ABBREVIATED BALANCE SHEET
AS AT 31 MARCH 2007

	Note	£	2007 £	£	2006 £
FIXED ASSETS					
Tangible fixed assets	2		**9,173**		*7,932*
CURRENT ASSETS					
Stocks		**1,450**		*1,700*	
Debtors		**1,795**		*1,218*	
Cash in hand		**5,873**		*6,185*	
		9,118		*9,103*	
CREDITORS: amounts falling due within one year		**(12,296)**		*(9,520)*	
NET CURRENT LIABILITIES			**(3,178)**		*(417)*
TOTAL ASSETS LESS CURRENT LIABILITIES			**5,995**		*7,515*
CREDITORS: amounts falling due after more than one year	3		-		*(2,177)*
NET ASSETS			**5,995**		*5,338*
CAPITAL AND RESERVES					
Called up share capital	4		**10**		*10*
Profit and loss account			**5,985**		*5,328*
SHAREHOLDERS' FUNDS			**5,995**		*5,338*

The director considers that the company is entitled to exemption from the requirement to have an audit under the provisions of section 249A(1) of the Companies Act 1985 and members have not required the company to obtain an audit of its accounts for the year in question in accordance with section 249B(2) of the Act The director acknowledges his responsibility for ensuring that the company keeps accounting records which comply with section 221 of the Act and for preparing financial statements which give a true and fair view of the state of affairs of the company as at 31 March 2007 and of its profit for the year then ended in accordance with the requirements of section 226 of the Act and which otherwise comply with the requirements of the Companies Act 1985 relating to the financial statements so far as applicable to the company

The abbreviated accounts, which have been prepared in accordance with the special provisions of Part VII of the Companies Act 1985 applicable to small companies, were approved and authorised for issue by the board and were signed on its behalf on 10 December 2007

Mr K Boyce
Director

The notes on pages 2 to 3 form part of these financial statements

NOTES TO THE ABBREVIATED ACCOUNTS FOR THE YEAR ENDED 31 MARCH 2007

1. ACCOUNTING POLICIES

1.1 BASIS OF PREPARATION OF FINANCIAL STATEMENTS

The full financial statements, from which these abbreviated accounts have been extracted, have been prepared under the historical cost convention and in accordance with the Financial Reporting Standard for Smaller Entities (effective January 2007)

1.2 TURNOVER

Turnover comprises revenue recognised by the company in respect of goods and services supplied, exclusive of Value Added Tax and trade discounts

1.3 TANGIBLE FIXED ASSETS AND DEPRECIATION

Tangible fixed assets are stated at cost less depreciation Depreciation is provided at rates calculated to write off the cost of fixed assets, less their estimated residual value, over their expected useful lives on the following bases

Plant & machinery	-	25%	reducing balance
Motor vehicles	-	25%	reducing balance
Office equipment	-	25%	reducing balance

2. TANGIBLE FIXED ASSETS

	£
COST	
At 1 April 2006	**20,718**
Additions	**4,299**
At 31 March 2007	**25,017**
DEPRECIATION	
At 1 April 2006	**12,786**
Charge for the year	**3,058**
At 31 March 2007	**15,844**
NET BOOK VALUE	
At 31 March 2007	**9,173**
At 31 March 2006	*7,932*

3. CREDITORS: AMOUNTS FALLING DUE AFTER MORE THAN ONE YEAR

The Bank loan is secured by a personal guarantee by the director of the company

NOTES TO THE ABBREVIATED ACCOUNTS FOR THE YEAR ENDED 31 MARCH 2007

4. SHARE CAPITAL

	2007 £	*2006 £*
AUTHORISED		
100 Ordinary shares of £1 each	**100**	*100*
ALLOTTED, CALLED UP AND FULLY PAID		
10 Ordinary shares of £1 each	**10**	*10*

100345/30

Companies House

for the record

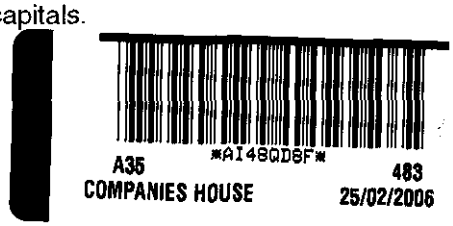
Company Name

LEYSDOWN BAKERY LIMITED

363s Annual Return

> Please check the details printed in blue on this statement.
> If any details are wrong, strike them through and write the correct details in the "Amended details" column.
> Please use black pen and write in capitals.

Company Type
Private Company Limited By Shares
Company Number
4155959
Information extracted from Companies House records on
14th January 2006



Section 1: Company details

Ref: 4155959/03/10

	Current details	Amended details
> Registered Office Address *If any of the details are wrong, strike them through and fill in the correct details in the "Amended details" column.*	**20-22 Leysdown Road** **Leysdown** **Sheerness** **Kent ME12 4RE**	Address UK Postcode
> Register of Members *If any of the details are wrong, strike them through and fill in the correct details in the "Amended details" column.*	**Address where the Register is held** **At Registered Office**	Address UK Postcode
> Register of Debenture Holders *If any of the details are wrong, strike them through and fill in the correct details in the "Amended details" column.*	**Not Applicable**	Address UK Postcode
> Principal Business Activities *If any of the details are wrong, strike them through and fill in the correct details in the "Amended details" column.*	**SIC Code** **Description** **1581** **Mfr of bread, fresh pastry & cakes**	**SIC CODE** **Description**

> *Please enter additional principal activity code(s) in "Amended details" column. See notes for guidance for list of activity codes.*

Company Number - 4155959

Section 2: Details of Officers of the Company

	Current details	Amended details
> **Company Secretary** *If any of the details for this person are wrong, strike them through and fill in the correct details in the "Amended details" column.* *Particulars of a new Company Secretary must be notified on form 288a.*	**Name** **Karen BOYCE** **Address** **63 Danes Drive** **Leysdown** **Sheerness** **Kent** **ME12 4AJ**	Name _____ ☐ Tick this box if this address is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985. Address _____ _____ _____ UK Postcode _____ Date of change __ / __ / ____ Date Karen BOYCE ceased to be secretary (if applicable) __ / __ / ____
> **Director** *If any of the details for this person are wrong, strike them through and fill in the correct details in the "Amended details" column.* *Particulars of a new Director must be notified on form 288a.*	**Name** **Keith BOYCE** **Address** **63 Danes Drive** **Leysdown** **Sheerness** **Kent** **ME12 4AJ** **Date of birth** 29/05/1963 **Nationality** British **Occupation** Baker	Name _____ ☐ Tick this box if this address is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985. Address _____ _____ _____ UK Postcode _____ Date of birth __ / __ / ____ Nationality _____ Occupation _____ Date of change __ / __ / ____ Date Keith BOYCE ceased to be director (if applicable) __ / __ / ____

Company Number - 4155959

Section 3: Share Capital

	Current details	Amended details
> **Issued Share Capital** *This table shows the total number of shares that have been issued by your company and their Nominal Value. If any of the details are wrong, please fill in the correct details.*	**Class of share** Ordinary	Class of share
	Nominal value of each share £1.00	Nominal value of each share
	Number of shares issued 10	Number of shares issued
	Aggregate Nominal Value of issued shares £10.00	Aggregate Nominal Value of issued shares
> **Total shares issued and value** *If any of the details are wrong, strike them through and fill in the correct details in the "Amended details" column.*	**Total number of shares issued** 10	Total number of shares issued
	Total Nominal value of shares issued £10.00	Total Nominal value of shares issued

> **At the date of this Annual Return, if the company has altered or changed its share capital in any way or allotted new shares, please refer to the guidance notes for details of the appropriate form that should be sent with this Annual Return. Annual return guidance notes are available on the Companies House web site at www.companieshouse.gov.uk or by ringing 0870 3333636.**

Company Number - 4155959

Section 4: Details of Shareholders

> The details we hold on your company's shareholders and their shareholdings are printed below. These are based on your last Annual Return.

> If any details have changed, or if any shares have been transferred, please fill in the details in the *"Amended details"* or *"Shares transferred"* column.

> Please give details of any other shareholders in Section 5.

Current details	Amended details	Shares transferred
> **Shareholder Name** Karen BOYCE **Address** 63 Danes Drive Leysdown-On-Sea Sheerness Kent ME12 4AJ **Shares held** *Class* Ordinary — *Number* 5	Name Address UK Postcode **Shares held** *Class* — *Number*	**Shares transferred by Karen BOYCE** *Class* — *Number* — *Date of transfer* (__/__/____)
> **Shareholder Name** Keith BOYCE **Address** 63 Danes Drive Leysdown Sheerness Kent ME12 4AJ **Shares held** *Class* Ordinary — *Number* 5	Name Address UK Postcode **Shares held** *Class* — *Number*	**Shares transferred by Keith BOYCE** *Class* — *Number* — *Date of transfer* (__/__/____)

Company Number - 4155959

Section 5: Details of Other Shareholders

> Please fill in details of any persons or corporate bodies who are shareholders of the company at the date of this return, but whose details are not printed in Section 4.

> Also, provide the details of any persons who became but have ceased to be shareholders of the company since the date of the last annual return.

> For jointly held shares please list those joint shareholders consecutively on the form. If a joint shareholder also holds shares in their own right, list that holding separately.

> Please copy this page if there is not enough space to enter all the company's other shareholders.

Shareholders details	Class and number of shares or amount of stock held	Class and number of shares or amount of stock transferred (If appropriate)	Date of registration of transfer (If appropriate)
Name Address UK Postcode			
Name Address UK Postcode			
Name Address UK Postcode			
Name Address UK Postcode			

Company Number - 4155959

Companies House
for the record

363s Annual Return Declaration

> When you have checked all the sections of this form, please complete this page and sign the declaration below.

> If you want to change the made up date of this annual return, please complete 2 below.

1. Declaration

☑ I confirm that the details in this annual return are correct as at the made-up-date (shown at 2 below). I enclose the filing fee of £30.

Signature _____ (Director / Secretary)

Date 24/02/2006

This date must not be earlier than the return date at 2 below

What to do now

Complete this page then send the whole of the Annual Return and the declaration to the address shown at 4 below.

2. Date of this return

☐ This AR is made up to ***7/2/2006***

If you are making this return up to an earlier date, please give the date here

__/__/____

Note: The form must be delivered to CH within 28 days of this date

3. Date of next return

☐ If you wish to change your next return to a date earlier than **7th February 2007** please give the new date here:

__/__/____

4. Where to send this form

☐ Please return this form to:

Registrar of Companies
Companies House
Crown Way
Cardiff CF14 3UZ

OR

For members of the Hays Document Exchange service
DX 33050 Cardiff

Have you enclosed the filing fee with the company number written on the reverse of the cheque?

Contact Address

You do not have to give any contact information below, but if you do, it will help Companies House to contact you if there is a query on the form. The contact information that you give will be visible to searchers of the public record.

Contact Name
ANDREW & CO

Telephone number *inc code*

Address
3 LYNCROFT GARDENS
HOUNSLOW
MIDDLESEX

DX number *if applicable*

DX exchange

Postcode TW3 2QT

Registered number: 4155959

LEYSDOWN BAKERY LIMITED

UNAUDITED

ABBREVIATED ACCOUNTS

FOR THE YEAR ENDED 31 MARCH 2006

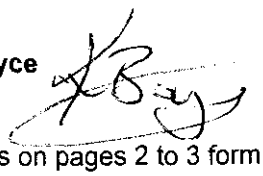
ABBREVIATED BALANCE SHEET
AS AT 31 MARCH 2006

	Note	£	2006 £	£	2005 £
FIXED ASSETS					
Tangible fixed assets	2		**7,933**		*9,822*
CURRENT ASSETS					
Stocks		**1,700**		*2,900*	
Debtors		**1,217**		*930*	
Cash in hand		**6,185**		*6,803*	
		9,102		*10,633*	
CREDITORS: amounts falling due within one year		**(9,521)**		*(5,839)*	
NET CURRENT (LIABILITIES)/ASSETS			**(419)**		*4,794*
TOTAL ASSETS LESS CURRENT LIABILITIES			**7,514**		*14,616*
CREDITORS: amounts falling due after more than one year	3		**(2,177)**		*(7,627)*
NET ASSETS			**5,337**		*6,989*
CAPITAL AND RESERVES					
Called up share capital	4		**10**		*10*
Profit and loss account			**5,327**		*6,979*
SHAREHOLDERS' FUNDS			**5,337**		*6,989*

The director considers that the company is entitled to exemption from the requirement to have an audit under the provisions of section 249A(1) of the Companies Act 1985 and members have not required the company to obtain an audit of its accounts for the year in question in accordance with section 249B(2) of the Act. The director acknowledges his responsibility for ensuring that the company keeps accounting records which comply with section 221 of the Act and for preparing financial statements which give a true and fair view of the state of affairs of the company as at 31 March 2006 and of its profit for the year then ended in accordance with the requirements of section 226 of the Act and which otherwise comply with the requirements of the Companies Act 1985 relating to the financial statements so far as applicable to the company.

The abbreviated accounts, which have been prepared in accordance with the special provisions of Part VII of the Companies Act 1985 applicable to small companies, were approved and authorised for issue by the board and were signed on its behalf on 18 December 2006.

Mr K Boyce
Director



The notes on pages 2 to 3 form part of these financial statements.

NOTES TO THE ABBREVIATED ACCOUNTS FOR THE YEAR ENDED 31 MARCH 2006

1. ACCOUNTING POLICIES

1.1 BASIS OF PREPARATION OF FINANCIAL STATEMENTS

The full financial statements, from which these abbreviated accounts have been extracted, have been prepared under the historical cost convention and in accordance with the Financial Reporting Standard for Smaller Entities (effective January 2005).

1.2 TURNOVER

Turnover comprises revenue recognised by the company in respect of goods and services supplied, exclusive of Value Added Tax and trade discounts.

1.3 TANGIBLE FIXED ASSETS AND DEPRECIATION

Tangible fixed assets are stated at cost less depreciation. Depreciation is provided at rates calculated to write off the cost of fixed assets, less their estimated residual value, over their expected useful lives on the following bases:

Plant & machinery	-	25%	reducing balance
Motor vehicles	-	25%	reducing balance
Office equipment	-	25%	reducing balance

2. TANGIBLE FIXED ASSETS

	£
COST	
At 1 April 2005	**19,963**
Additions	**755**
At 31 March 2006	**20,718**
DEPRECIATION	
At 1 April 2005	**10,141**
Charge for the year	**2,644**
At 31 March 2006	**12,785**
NET BOOK VALUE	
At 31 March 2006	**7,933**
At 31 March 2005	*9,822*

3. CREDITORS: AMOUNTS FALLING DUE AFTER MORE THAN ONE YEAR

The Bank Loan is personally guaranteed by the director of the company.

NOTES TO THE ABBREVIATED ACCOUNTS FOR THE YEAR ENDED 31 MARCH 2006

4. SHARE CAPITAL

	2006 £	*2005 £*
AUTHORISED		
100 Ordinary shares of £1 each	**100**	*100*
ALLOTTED, CALLED UP AND FULLY PAID		
10 Ordinary shares of £1 each	**10**	*10*

100248/30

Companies House
— for the record —

Company Name
LEYSDOWN BAKERY LIMITED

363s Annual Return

> Please check the details printed in blue on this statement.
> If any details are wrong, strike them through and write the correct details in the "Amended details" column.
> Please use black pen and write in capitals.

Company Type
Private Company Limited By Shares
Company Number
4155959
Information extracted from Companies House records on
15th January 2005

Section 1: Company details

Ref: 4155959/03/10

	Current details	Amended details
> Registered Office Address *If any of the details are wrong, strike them through and fill in the correct details in the "Amended details" column.*	20-22 Leysdown Road Leysdown Sheerness Kent ME12 4RE	Address UK Postcode
> Register of Members *If any of the details are wrong, strike them through and fill in the correct details in the "Amended details" column.*	**Address where the Register is held** **At Registered Office**	Address UK Postcode
> Register of Debenture Holders *If any of the details are wrong, strike them through and fill in the correct details in the "Amended details" column.*	**Not Applicable**	Address UK Postcode
> Principal Business Activities *If any of the details are wrong, strike them through and fill in the correct details in the "Amended details" column.*	**SIC Code** **Description** 1581 **Mfr of bread, fresh pastry & cakes**	**SIC CODE** **Description**

> *Please enter additional principal activity code(s) in "Amended details" column. See notes for guidance for list of activity codes.*

Company Number - 4155959

Section 2: Details of Officers of the Company

	Current details	Amended details
> Company Secretary *If any of the details for this person are wrong, strike them through and fill in the correct details in the "Amended details" column.* *Particulars of a new Company Secretary must be notified on form 288a.*	**Name** **Karen BOYCE** **Address** **63 Danes Drive** **Leysdown** **Sheerness** **Kent** **ME12 4AJ**	Name _____ ☐ Tick this box if this address is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985. Address _____ _____ _____ UK Postcode ____ ___ Date of change __ / __ / ____ Date Karen BOYCE ceased to be secretary (if applicable) __ / __ / ____
> Director *If any of the details for this person are wrong, strike them through and fill in the correct details in the "Amended details" column.* *Particulars of a new Director must be notified on form 288a.*	**Name** **Keith BOYCE** **Address** **63 Danes Drive** **Leysdown** **Sheerness** **Kent** **ME12 4AJ** **Date of birth** **29/05/1963** **Nationality** **British** **Occupation** **Baker**	Name _____ ☐ Tick this box if this address is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985. Address _____ _____ _____ UK Postcode ____ ___ Date of birth __ / __ / ____ Nationality _____ Occupation _____ Date of change __ / __ / ____ Date Keith BOYCE ceased to be director (if applicable) __ / __ / ____

Company Number - 4155959

Section 3: Share Capital

	Current details	Amended details
> **Issued Share Capital** *This table shows the total number of shares that have been issued by your company and their Nominal Value. If any of the details are wrong, please fill in the correct details.*	**Class of share** Ordinary	Class of share
	Nominal value of each share £1.00	Nominal value of each share
	Number of shares issued 10	Number of shares issued
	Aggregate Nominal Value of issued shares £10.00	Aggregate Nominal Value of issued shares
> **Total shares issued and value** *If any of the details are wrong, strike them through and fill in the correct details in the "Amended details" column.*	**Total number of shares issued** 10	Total number of shares issued
	Total Nominal value of shares issued £10.00	Total Nominal value of shares issued

> **At the date of this Annual Return, if the company has altered or changed its share capital in any way or allotted new shares, please refer to the guidance notes for details of the appropriate form that should be sent with this Annual Return. Annual return guidance notes are available on the Companies House web site at www.companieshouse.gov.uk or by ringing 0870 3333636.**

Company Number - 4155959

Section 4: Details of Shareholders

> The details we hold on your company's shareholders and their shareholdings are printed below. These are based on your last Annual Return.

> If any details have changed, or if any shares have been transferred, please fill in the details in the *"Amended details"* or *"Shares transferred"* column.

> Please give details of any other shareholders in Section 5.

Current details	Amended details	Shares transferred
> **Shareholder Name** Karen BOYCE **Address** 63 Danes Drive Leysdown-On-Sea Sheerness Kent ME12 4AJ **Shares held** *Class* — *Number* **Ordinary** — 5	Name Address UK Postcode **Shares held** *Class* — *Number*	**Shares transferred by** Karen BOYCE *Class* — *Number* — *Date of transfer*
> **Shareholder Name** Keith BOYCE **Address** 63 Danes Drive Leysdown Sheerness Kent ME12 4AJ **Shares held** *Class* — *Number* **Ordinary** — 5	Name Address UK Postcode **Shares held** *Class* — *Number*	**Shares transferred by** Keith BOYCE *Class* — *Number* — *Date of transfer*

Company Number - 4155959

Section 5: Details of Other Shareholders

> Please fill in details of any persons or corporate bodies who are shareholders of the company at the date of this return, but whose details are not printed in Section 4.

> Also, provide the details of any persons who became but have ceased to be shareholders of the company since the date of the last annual return.

> For jointly held shares please list those joint shareholders consecutively on the form. If a joint shareholder also holds shares in their own right, list that holding separately.

> Please copy this page if there is not enough space to enter all the company's other shareholders.

Shareholders details	Class and number of shares or amount of stock held	Class and number of shares or amount of stock transferred (If appropriate)	Date of registration of transfer (If appropriate)
Name Address UK Postcode			
Name Address UK Postcode			
Name Address UK Postcode			
Name Address UK Postcode			

Company Number - 4155959

Companies House
for the record

363s Annual Return Declaration

> When you have checked all the sections of this form, please complete this page and sign the declaration below.

> If you want to change the made up date of this annual return, please complete 2 below.

1. Declaration

☐ I confirm that the details in this annual return are correct as at the made-up-date (shown at 2 below). I enclose the filing fee of £30.

Signature _____ (Director / ~~Secretary~~)

Date 28 / 02 / 2005

This date must not be earlier than the return date at 2 below

What to do now

Complete this page then send the whole of the Annual Return and the declaration to the address shown at 4 below.

2. Date of this return

☐ This AR is made up to *7/2/2005*

If you are making this return up to an earlier date, please give the date here

__ / __ / ____

Note: The form must be delivered to CH within 28 days of this date

3. Date of next return

☐ If you wish to change your next return to a date earlier than **7th February 2006** please give the new date here:

__ / __ / ____

4. Where to send this form

☐ Please return this form to:

Registrar of Companies
Companies House
Crown Way
Cardiff CF14 3UZ

OR

For members of the Hays Document Exchange service
DX 33050 Cardiff

Have you enclosed the filing fee with the company number written on the reverse of the cheque?

Contact Address

You do not have to give any contact information below, but if you do, it will help Companies House to contact you if there is a query on the form. The contact information that you give will be visible to searchers of the public record.

Contact Name
A. CHARALAMBIDES

Telephone number *inc code*

Address
3 LYNCROFT GARDENS
HAYNSLOW
MIDDX

DX number *if applicable*

DX exchange

Postcode TW3 2QT

Registered number: 4155959

LEYSDOWN BAKERY LIMITED

UNAUDITED

ABBREVIATED ACCOUNTS

FOR THE YEAR ENDED
31 MARCH 2005

ABBREVIATED BALANCE SHEET
As at 31 March 2005

	Note	2005 £	2005 £	2004 £	2004 £
FIXED ASSETS					
Tangible fixed assets	2		**9,821**		*11,793*
			9,821		*11,793*
CURRENT ASSETS					
Stocks		**2,900**		*3,250*	
Debtors		**930**		*2,297*	
Cash at bank and in hand		**6,803**		*4,883*	
		10,633		*10,430*	
CREDITORS: amounts falling due within one year		**(5,837)**		*(4,295)*	
NET CURRENT ASSETS			**4,796**		*6,135*
TOTAL ASSETS LESS CURRENT LIABILITIES			**14,617**		*17,928*
CREDITORS: amounts falling due after more than one year			**(7,627)**		*(9,740)*
NET ASSETS			**£ 6,990**		*£ 8,188*
CAPITAL AND RESERVES					
Called up share capital	3		**10**		*10*
Profit and loss account			**6,980**		*8,178*
SHAREHOLDERS' FUNDS			**£ 6,990**		*£ 8,188*

The director considers that the company is entitled to exemption from the requirement to have an audit under the provisions of section 249A(1) of the Companies Act 1985 and members have not required the company to obtain an audit of its accounts for the Year in question in accordance with section 249B(2) of the Act. The director acknowledges his responsibility for ensuring that the company keeps accounting records which comply with section 221 of the Companies Act 1985, and for preparing financial statements which give a true and fair view of the state of affairs of the company as at 31 March 2005 and of its profit for the Year then ended in accordance with the requirements of section 226, and which otherwise comply with the requirements of the Act relating to the financial statements so far as applicable to the company.

The abbreviated accounts, which have been prepared in accordance with the special provisions of Part VII of the Companies Act 1985 applicable to small companies, were approved by the board on 26 September 2005 and signed on its behalf.

Mr K Boyce
Director

The notes on pages 3 to 4 form part of these financial statements.

NOTES TO THE ABBREVIATED ACCOUNTS
For the Year ended 31 March 2005

1. ACCOUNTING POLICIES

1.1 Basis of preparation of financial statements

The full financial statements, from which these abbreviated accounts have been extracted, have been prepared under the historical cost convention and in accordance with the Financial Reporting Standard for Smaller Entities (effective June 2002).

1.2 Cash flow

The financial statements do not include a cash flow statement because the company, as a small reporting entity, is exempt from the requirement to prepare such a statement under the Financial Reporting Standard for Smaller Entities (effective June 2002).

1.3 Turnover

Turnover comprises the invoiced value of goods and services supplied by the company, exclusive of Value Added Tax and trade discounts.

1.4 Tangible fixed assets and depreciation

Tangible fixed assets are stated at cost less depreciation. Depreciation is provided at rates calculated to write off the cost of fixed assets, less their estimated residual value, over their expected useful lives on the following bases:

Plant & machinery	-	25% reducing balance
Motor vehicles	-	25% reducing balance
Office equipment	-	25% reducing balance

2. TANGIBLE FIXED ASSETS

	£
Cost	
At 1 April 2004	**18,661**
Additions	**1,302**
At 31 March 2005	**19,963**
Depreciation	
At 1 April 2004	**6,868**
Charge for the year	**3,274**
At 31 March 2005	**10,142**
Net book value	
At 31 March 2005	£ **9,821**
At 31 March 2004	£ *11,793*

NOTES TO THE ABBREVIATED ACCOUNTS
For the Year ended 31 March 2005

3. SHARE CAPITAL

	2005	2004
	£	£
Authorised		
100 Ordinary shares of £1 each	**£ 100**	*£ 100*
Allotted, called up and fully paid		
10 Ordinary shares of £1 each	**£ 10**	*£ 10*

Companies House
for the record

Company Name
LEYSDOWN BAKERY LIMITED

363s Annual Return

100160 / 1r

> Please check the details printed in blue on this statement.
> If any details are wrong, strike them through and write the correct details in the "Amended details" column.
> Please use black pen and write in capitals.

Company Type
Private Company Limited By Shares
Company Number
4155959
Information extracted from Companies House records on
16th January 2004

Section 1: Company details

Ref: 4155959/03/10

	Current details	Amended details
> Registered Office Address *If any of the details are wrong, strike them through and fill in the correct details in the "Amended details" column.*	20-22 Leysdown Road Leysdown Sheerness Kent ME12 4RE	Address UK Postcode
> Register of Members *If any of the details are wrong, strike them through and fill in the correct details in the "Amended details" column.*	**Address where the Register is held** **At Registered Office**	Address UK Postcode
> Register of Debenture Holders *If any of the details are wrong, strike them through and fill in the correct details in the "Amended details" column.*	**Not Applicable**	Address UK Postcode

> Principal Business Activities *If any of the details are wrong, strike them through and fill in the correct details in the "Amended details" column.*	**SIC Code**	**Description**	**SIC CODE**	**Description**
	1581	**Mfr of bread, fresh pastry & cakes**		

> *Please enter additional principal activity code(s) in "Amended details" column. See notes for guidance for list of activity codes.*

Company Number - 4155959

Section 2: Details of Officers of the Company

	Current details	Amended details
> Company Secretary *If any of the details for this person are wrong, strike them through and fill in the correct details in the "Amended details" column.* *Particulars of a new Company Secretary must be notified on form 288.*	**Name** Karen BOYCE **Address** 63 Danes Drive Leysdown Sheerness Kent ME12 4AJ	Name _____ ☐ Tick this box if this address is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985. Address _____ _____ _____ UK Postcode ____ ___ Date of change __ / __ / ____ Date Karen BOYCE ceased to be secretary (if applicable) __ / __ / ____
> Director *If any of the details for this person are wrong, strike them through and fill in the correct details in the "Amended details" column.* *Particulars of a new Director must be notified on form 288.*	**Name** Keith BOYCE **Address** 63 Danes Drive Leysdown Sheerness Kent ME12 4AJ **Date of birth** 29/05/1963 **Nationality** British **Occupation** Baker	Name _____ ☐ Tick this box if this address is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985. Address _____ _____ _____ UK Postcode ____ ___ Date of birth __ / __ / ____ Nationality _____ Occupation _____ Date of change __ / __ / ____ Date Keith BOYCE ceased to be director (if applicable) __ / __ / ____

Company Number - 4155959

Section 3: Share Capital

	Current details	Amended details
> **Issued Share Capital** *This table shows the total number of shares that have been issued by your company and their Nominal Value. If any of the details are wrong, please fill in the correct details.*	**Class of share** Ordinary	Class of share
	Nominal value of each share £1.00	Nominal value of each share
	Number of shares issued 10	Number of shares issued
	Aggregate Nominal Value of issued shares £10.00	Aggregate Nominal Value of issued shares
> **Total shares issued and value** *If any of the details are wrong, strike them through and fill in the correct details in the "Amended details" column.*	**Total number of shares issued** 10	Total number of shares issued
	Total Nominal value of shares issued £10.00	Total Nominal value of shares issued

> **At the date of this Annual Return, if the company has altered or changed its share capital in any way or allotted new shares, please refer to the guidance notes for details of the appropriate form that should be sent with this Annual Return. Annual return guidance notes are available on the Companies House web site at www.companieshouse.gov.uk or by ringing 0870 3333636.**

Company Number - 4155959

Section 4: Details of Shareholders

> The details we hold on your company's shareholders and their shareholdings are printed below. These are based on your last Annual Return.

> If any details have changed, or if any shares have been transferred, please fill in the details in the *"Amended details"* or *"Shares transferred"* column.

> Please give details of any other shareholders in Section 5.

Current details	Amended details	Shares transferred
> **Shareholder Name** Karen BOYCE **Address** 63 Danes Drive Leysdown-On-Sea Sheerness Kent ME12 4AJ **Shares held** *Class* — *Number* **Ordinary** — 5	Name _____ Address _____ _____ _____ UK Postcode ____ ___ **Shares held** *Class* — *Number* _____ — _____ _____ — _____	**Shares transferred by Karen BOYCE** *Class* — *Number* — *Date of transfer* _____ — _____ — __/__/____ _____ — _____ — __/__/____
> **Shareholder Name** Keith BOYCE **Address** 63 Danes Drive Leysdown Sheerness Kent ME12 4AJ **Shares held** *Class* — *Number* **Ordinary** — 5	Name _____ Address _____ _____ _____ UK Postcode ____ ___ **Shares held** *Class* — *Number* _____ — _____ _____ — _____	**Shares transferred by Keith BOYCE** *Class* — *Number* — *Date of transfer* _____ — _____ — __/__/____ _____ — _____ — __/__/____

Company Number - 4155959

Section 5: Details of Other Shareholders

> Please fill in details of any persons or corporate bodies who are shareholders of the company at the date of this return, but whose details are not printed in Section 4.

> Also, provide the details of any persons who became but have ceased to be shareholders of the company since the date of the last annual return.

> For jointly held shares please list those joint shareholders consecutively on the form. If a joint shareholder also holds shares in their own right, list that holding separately.

> Please copy this page if there is not enough space to enter all the company's other shareholders.

Shareholders details	Class and number of shares or amount of stock held	Class and number of shares or amount of stock transferred (If appropriate)	Date of registration of transfer (If appropriate)
Name Address UK Postcode			
Name Address UK Postcode			
Name Address UK Postcode			
Name Address UK Postcode			

Company Number - 4155959

Companies House
for the record

363s Annual Return Declaration

> When you have checked all the sections of this form, please complete this page and sign the declaration below.

> If you want to change the made up date of this annual return, please complete 2 below.

1. Declaration

☐ I confirm that the details in this annual return are correct as at the made-up-date (shown at 2 below). I enclose the filing fee of £15.

Signature _____ (Director / Secretary)

Date 16/02/2004

This date must not be earlier than the return date at 2 below

What to do now

Complete this page then send the whole of the Annual Return and the declaration to the address shown at 4 below.

2. Date of this return

☐ This AR is made up to *7/2/2004*

If you are making this return up to an earlier date, please give the date here

__ / __ / ____

Note: The form must be delivered to CH within 28 days of this date

3. Date of next return

☐ If you wish to change your next return to a date earlier than **7th February 2005** please give the new date here:

__ / __ / ____

4. Where to send this form

☐ Please return this form to:

Registrar of Companies
Companies House
Crown Way
Cardiff CF14 3UZ

OR

For members of the Hays Document Exchange service
DX 33050 Cardiff

Have you enclosed the filing fee with the company number written on the reverse of the cheque?

Contact Address

You do not have to give any contact information below, but if you do, it will help Companies House to contact you if there is a query on the form. The contact information that you give will be visible to searchers of the public record.

Contact Name
A. CHARALAMBIDES

Telephone number *inc code*

Address
3 LYNCROFT GARDENS
HOUNSLOW
MIDDLESEX

DX number *if applicable*

DX exchange

Postcode TW3 2QT

Registered number: 4155959

LEYSDOWN BAKERY LIMITED

ABBREVIATED ACCOUNTS

FOR THE YEAR ENDED
31 MARCH 2004

APHXT24R
A64 0442
COMPANIES HOUSE 21/01/05

ABBREVIATED BALANCE SHEET
As at 31 March 2004

	Note	2004 £	2004 £	2003 £	2003 £
FIXED ASSETS					
Tangible fixed assets	2		**11,792**		*5,145*
CURRENT ASSETS					
Stocks		**3,250**		*3,660*	
Debtors		**2,297**		*704*	
Cash at bank and in hand		**4,883**		*1,179*	
		10,430		*5,543*	
CREDITORS: amounts falling due within one year		**(4,294)**		*(5,823)*	
NET CURRENT ASSETS/(LIABILITIES)			**6,136**		*(280)*
TOTAL ASSETS LESS CURRENT LIABILITIES			**17,928**		*4,865*
CREDITORS: amounts falling due after more than one year			**(9,740)**		-
NET ASSETS			**£ 8,188**		*£ 4,865*
CAPITAL AND RESERVES					
Called up share capital	3		**10**		*10*
Profit and loss account			**8,178**		*4,855*
SHAREHOLDERS' FUNDS			**£ 8,188**		*£ 4,865*

The director considers that the company is entitled to exemption from the requirement to have an audit under the provisions of section 249A(1) of the Companies Act 1985 and members have not required the company to obtain an audit of its accounts for the year in question in accordance with section 249B(2) of the Act. The director acknowledges his responsibility for ensuring that the company keeps accounting records which comply with section 221 of the Companies Act 1985, and for preparing financial statements which give a true and fair view of the state of affairs of the company as at 31 March 2004 and of its profit for the year then ended in accordance with the requirements of section 226, and which otherwise comply with the requirements of the Act relating to the financial statements so far as applicable to the company.

The abbreviated accounts, which have been prepared in accordance with the special provisions of Part VII of the Companies Act 1985 applicable to small companies, were approved by the board on 29 December 2004 and signed on its behalf.

Mr K Boyce
Director

The notes on pages 3 to 4 form part of these financial statements.

NOTES TO THE ABBREVIATED ACCOUNTS
For the year ended 31 March 2004

1. ACCOUNTING POLICIES

1.1 Basis of preparation of financial statements

The full financial statements, from which these abbreviated accounts have been extracted, have been prepared under the historical cost convention and in accordance with the Financial Reporting Standard for Smaller Entities (effective June 2002).

1.2 Cash flow

The financial statements do not include a cash flow statement because the company, as a small reporting entity, is exempt from the requirement to prepare such a statement under the Financial Reporting Standard for Smaller Entities (effective June 2002).

1.3 Turnover

Turnover comprises the invoiced value of goods and services supplied by the company, exclusive of Value Added Tax and trade discounts.

1.4 Tangible fixed assets and depreciation

Tangible fixed assets are stated at cost less depreciation. Depreciation is provided at rates calculated to write off the cost of fixed assets, less their estimated residual value, over their expected useful lives on the following bases:

Plant & machinery	-	25% reducing balance
Motor vehicles	-	25% reducing balance
Office equipment	-	25% *reducing balance*

2. TANGIBLE FIXED ASSETS

	£
Cost	
At 1 April 2003	**8,558**
Additions	**10,103**
At 31 March 2004	**18,661**
Depreciation	
At 1 April 2003	**3,413**
Charge for the year	**3,456**
At 31 March 2004	**6,869**
Net book value	
At 31 March 2004	£ **11,792**
At 31 March 2003	£ *5,145*

NOTES TO THE ABBREVIATED ACCOUNTS
For the year ended 31 March 2004

3. SHARE CAPITAL

	2004 £	2003 £
Authorised		
100 Ordinary shares of £1 each	£ **100**	£ 100
Allotted, called up and fully paid		
10 Ordinary shares of £1 each	£ **10**	£ 10

Registered number: 4155959

LEYSDOWN BAKERY LIMITED

ABBREVIATED ACCOUNTS

FOR THE YEAR ENDED
31 MARCH 2003

ABBREVIATED BALANCE SHEET
As at 31 March 2003

	Note	2003 £	2003 £	2002 £	2002 £
FIXED ASSETS					
Tangible fixed assets	2		**5,143**		*5,062*
CURRENT ASSETS					
Stocks		**3,660**		*875*	
Debtors		**704**		*510*	
Cash at bank and in hand		**1,179**		*7*	
		5,543		*1,392*	
CREDITORS: amounts falling due within one year		**(5,821)**		*(5,060)*	
NET CURRENT LIABILITIES			**(278)**		*(3,668)*
TOTAL ASSETS LESS CURRENT LIABILITIES			**£ 4,865**		*£ 1,394*
CAPITAL AND RESERVES					
Called up share capital	3		**10**		*10*
Profit and loss account			**4,855**		*1,384*
SHAREHOLDERS' FUNDS			**£ 4,865**		*£ 1,394*

The director considers that the company is entitled to exemption from the requirement to have an audit under the provisions of section 249A(1) of the Companies Act 1985 and members have not required the company to obtain an audit of its accounts for the Year in question in accordance with section 249B(2) of the Act. The director acknowledges his responsibility for ensuring that the company keeps accounting records which comply with section 221 of the Companies Act 1985, and for preparing financial statements which give a true and fair view of the state of affairs of the company as at 31 March 2003 and of its profit for the Year then ended in accordance with the requirements of section 226, and which otherwise comply with the requirements of the Act relating to the financial statements so far as applicable to the company.

The abbreviated accounts, which have been prepared in accordance with the special provisions of Part VII of the Companies Act 1985 applicable to small companies, were approved by the board on 19 December 2003 and signed on its behalf.

Mr K Boyce
Director

The notes on pages 2 to 3 form part of these financial statements.

NOTES TO THE ABBREVIATED ACCOUNTS
For the Year ended 31 March 2003

1. ACCOUNTING POLICIES

1.1 Basis of preparation of financial statements

The full financial statements, from which these abbreviated accounts have been extracted, have been prepared under the historical cost convention and in accordance with the Financial Reporting Standard for Smaller Entities (effective June 2002).

1.2 Cash flow

The financial statements do not include a cash flow statement because the company, as a small reporting entity, is exempt from the requirement to prepare such a statement under the Financial Reporting Standard for Smaller Entities (effective June 2002).

1.3 Tangible fixed assets and depreciation

Tangible fixed assets are stated at cost less depreciation. Depreciation is provided at rates calculated to write off the cost of fixed assets, less their estimated residual value, over their expected useful lives on the following bases:

Plant & Machinery	-	25% reducing balance
Motor Vehicles	-	25% reducing balance
Office Equipment	-	25% reducing balance

2. TANGIBLE FIXED ASSETS

	£
Cost	
At 1 April 2002	**6,749**
Additions	**1,808**
At 31 March 2003	**8,557**
Depreciation	
At 1 April 2002	**1,687**
Charge for the year	**1,727**
At 31 March 2003	**3,414**
Net book value	
At 31 March 2003	£ **5,143**
At 31 March 2002	£ *5,062*

NOTES TO THE ABBREVIATED ACCOUNTS
For the Year ended 31 March 2003

3. SHARE CAPITAL

	2003 £	2002 £
Authorised		
100 Ordinary shares of £1 each	£ **100**	£ 100
Allotted, called up and fully paid		
10 Ordinary shares of £1 each	£ **10**	£ 10

100108 /15

Companies House
— for the record —

Company Name
LEYSDOWN BAKERY LIMITED

363s Annual Return

> Please check the details printed in blue on this statement.
> If any details are wrong, strike them through and write the correct details in the "Amended details" column.
> Please use black pen and write in capitals.

Company Type
Private Company Limited By Shares
Company Number
4155959
Information extracted from Companies House records on
18th January 2003

Section 1: Company details

Ref. 4155959/03/10

	Current details	Amended details
> Registered Office Address *If any of the details are wrong, strike them through and fill in the correct details in the "Amended details" column.*	**20-22 Leysdown Road** **Leysdown** **Sheerness** **Kent ME12 4RE**	Address _____ _____ _____ UK Postcode _ _ _ _ _ _ _
> Register of Members *If any of the details are wrong, strike them through and fill in the correct details in the "Amended details" column.*	**Address where the Register is held** **At Registered Office**	Address _____ _____ _____ UK Postcode _ _ _ _ _ _ _
> Register of Debenture Holders *If any of the details are wrong, strike them through and fill in the correct details in the "Amended details" column.*	**Not Applicable**	Address _____ _____ _____ UK Postcode _ _ _ _ _ _ _

> Principal Business Activities *If any of the details are wrong, strike them through and fill in the correct details in the "Amended details" column.*	**SIC Code**	**Description**	**SIC CODE**	**Description**
	1581	**Mfr of bread, fresh pastry & cakes**	_ _ _ _	_____
			_ _ _ _	_____
			_ _ _ _	_____
			_ _ _ _	_____

> *Please enter additional principal activity code(s) in "Amended details" column. See notes for guidance for list of activity codes.*

Company Number - 4155959

Section 2: Details of Officers of the Company

	Current details	Amended details
> Company Secretary *If any of the details for this person are wrong, strike them through and fill in the correct details in the "Amended details" column.* *Particulars of a new Company Secretary must be notified on form 288.*	**Name** **Karen BOYCE** **Address** **63 Danes Drive** **Leysdown** **Sheerness** **Kent** **ME12 4AJ**	Name _____ ☐ Tick this box if this address is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985. Address _____ _____ _____ UK Postcode _ _ _ _ _ _ _ Date of change _ _ / _ _ / _ _ _ _ Date Karen BOYCE ceased to be secretary (if applicable) _ _ / _ _ / _ _ _ _
> Director *If any of the details for this person are wrong, strike them through and fill in the correct details in the "Amended details" column.* *Particulars of a new Director must be notified on form 288.*	**Name** **Keith BOYCE** **Address** **63 Danes Drive** **Leysdown** **Sheerness** **Kent** **ME12 4AJ** **Date of birth 29/05/1963** **Nationality British** **Occupation Baker**	Name _____ ☐ Tick this box if this address is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985. Address _____ _____ _____ UK Postcode _ _ _ _ _ _ _ Date of birth _ _ / _ _ / _ _ _ _ Nationality _____ Occupation _____ Date of change _ _ / _ _ / _ _ _ _ Date Keith BOYCE ceased to be director (if applicable) _ _ / _ _ / _ _ _ _

Company Number - 4155959

Section 3: Share Capital

	Current details	Amended details
> **Issued Share Capital** *This table shows the total number of shares that have been issued by your company and their Nominal Value. If any of the details are wrong, please fill in the correct details.*	**Class of share** **Ordinary**	Class of share
	Nominal value of each share **£1.00**	Nominal value of each share
	Number of shares issued **10**	Number of shares issued
	Aggregate Nominal Value of issued shares **£10.00**	Aggregate Nominal Value of issued shares
> **Total shares issued and value** *If any of the details are wrong, strike them through and fill in the correct details in the "Amended details" column.*	**Total number of shares issued** **10**	Total number of shares issued
	Total Nominal value of shares issued **£10.00**	Total Nominal value of shares issued

> **At the date of this Annual Return, if the company has altered or changed its share capital in any way or allotted new shares, please refer to the guidance notes for details of the appropriate form that should be sent with this Annual Return. Annual return guidance notes are available on the Companies House web site at www.companieshouse.gov.uk or by ringing 0870 3333636.**

Company Number - 4155959

Section 4: Details of Shareholders

> The details we hold on your company's shareholders and their shareholdings are printed below. These are based on your last Annual Return.

> If any details have changed, or if any shares have been transferred, please fill in the details in the *"Amended details"* or *"Shares transferred"* column.

> Please give details of any other shareholders in Section 5.

Current details	Amended details	Shares transferred
> **Shareholder Name** **Karen BOYCE**	Name _____	
Address **63 Danes Drive** **Leysdown Sheerness** **Kent** **ME12 4AJ**	Address _____ _____ _____ UK Postcode _ _ _ _ _ _ _ _	**Shares transferred by** **Karen BOYCE**
Shares held *Class* **Ordinary** *Number* **5**	**Shares held** *Class* _____ *Number* _____ _____	*Class* _____ *Number* _____ *Date of transfer* _ _/_ _/_ _ _ _ _____ _____ _ _/_ _/_ _ _ _
> **Shareholder Name** **Keith BOYCE**	Name _____	
Address **63 Danes Drive** **Leysdown Sheerness** **Kent** **ME12 4AJ**	Address _____ _____ _____ UK Postcode _ _ _ _ _ _ _ _	**Shares transferred by** **Keith BOYCE**
Shares held *Class* **Ordinary** *Number* **5**	**Shares held** *Class* _____ *Number* _____ _____	*Class* _____ *Number* _____ *Date of transfer* _ _/_ _/_ _ _ _ _____ _____ _ _/_ _/_ _ _ _

Company Number - 4155959

Section 5: Details of Other Shareholders

> Please fill in details of any persons or corporate bodies who are shareholders of the company at the date of this return, but whose details are not printed in Section 4.

> Also, provide the details of any persons who became but have ceased to be shareholders of the company since the date of the last annual return.

> For jointly held shares please list those joint shareholders consecutively on the form. If a joint shareholder also holds shares in their own right, list that holding separately.

> Please copy this page if there is not enough space to enter all the company's other shareholders.

Shareholders details	Class and number of shares or amount of stock held	Class and number of shares or amount of stock transferred (If appropriate)	Date of registration of transfer (If appropriate)
Name Address UK Postcode			
Name Address UK Postcode			
Name Address UK Postcode			
Name Address UK Postcode			

Company Number - 4155959

Companies House
for the record

363s Annual Return Declaration

> When you have checked all the sections of this form, please complete this page and sign the declaration below.

> If you want to change the made up date of this annual return, please complete 2 below.

1. Declaration

☐ I confirm that the details in this annual return are correct as at the made-up-date (shown at 2 below). I enclose the filing fee of £15.

Signature _____ (Director / Secretary)

Date 12/02/2003

This date must not be earlier than the return date at 2 below

What to do now

Complete this page then send the whole of the Annual Return and the declaration to the address shown at 4 below.

2. Date of this return

☐ This AR is made up to ***7/2/2003***

If you are making this return up to an earlier date, please give the date here

__ / __ / ____

Note: The form must be delivered to CH within 28 days of this date

3. Date of next return

☐ If you wish to change your next return to a date earlier than **7th February 2004** please give the new date here:

__ / __ / ____

4. Where to send this form

☐ Please return this form to:

Registrar of Companies
Companies House
Crown Way
Cardiff CF14 3UZ

OR

For members of the Hays Document Exchange service
DX 33050 Cardiff

Have you enclosed the filing fee with the company number written on the reverse of the cheque?

Contact Address

You do not have to give any contact information below, but if you do, it will help Companies House to contact you if there is a query on the form. The contact information that you give will be visible to searchers of the public record.

Contact Name
A. CHARALAMBIDES

Telephone number *inc code*
02087 550748

Address
3 LYNCROFT GARDENS
HOUNSLOW
MIDDLESEX

DX number *if applicable*

DX exchange

Postcode TW3 2QT

Registered number: 4155959

LEYSDOWN BAKERY LIMITED

ABBREVIATED ACCOUNTS

FOR THE PERIOD ENDED
31 MARCH 2002

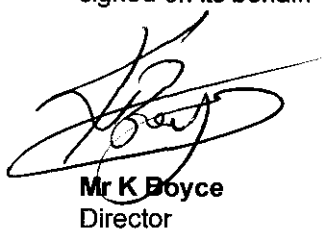
A50
COMPANIES HOUSE
0853
26/11/02

ABBREVIATED BALANCE SHEET
As at 31 March 2002

	Note	31 March 2002 £	£
FIXED ASSETS			
Tangible fixed assets	2		**5,062**
CURRENT ASSETS			
Stocks		**875**	
Debtors		**510**	
Cash in hand		**7**	
		1,392	
CREDITORS: amounts falling due within one year		**(5,060)**	
NET CURRENT LIABILITIES			**(3,668)**
TOTAL ASSETS LESS CURRENT LIABILITIES			**£ 1,394**
CAPITAL AND RESERVES			
Called up share capital	3		**10**
Profit and loss account			**1,384**
SHAREHOLDERS' FUNDS			**£ 1,394**

The director considers that the company is entitled to exemption from the requirement to have an audit under the provisions of section 249A(1) of the Companies Act 1985 and members have not required the company to obtain an audit of its accounts for the period in question in accordance with section 249B(2) of the Act. The director acknowledges his responsibility for ensuring that the company keeps accounting records which comply with section 221 of the Companies Act 1985, and for preparing financial statements which give a true and fair view of the state of affairs of the company as at 31 March 2002 and of its profit for the period then ended in accordance with the requirements of section 226, and which otherwise comply with the requirements of the Act relating to the financial statements so far as applicable to the company.

The abbreviated accounts, which have been prepared in accordance with the special provisions of Part VII of the Companies Act 1985 applicable to small companies, were approved by the board on 15 November 2002 and signed on its behalf.



Mr K Boyce
Director

The notes on pages 2 to 3 form part of these financial statements.

NOTES TO THE ABBREVIATED ACCOUNTS
For the period ended 31 March 2002

1. ACCOUNTING POLICIES

1.1 Basis of preparation of financial statements

The full financial statements, from which these abbreviated accounts have been extracted, have been prepared under the historical cost convention and in accordance with the Financial Reporting Standard for Smaller Entities (effective March 2000).

1.2 Cash flow

The financial statements do not include a cash flow statement because the company, as a small reporting entity, is exempt from the requirement to prepare such a statement under the Financial Reporting Standard for Smaller Entities (effective March 2000).

1.3 Turnover

Turnover comprises the invoiced value of goods and services supplied by the company, exclusive of Value Added Tax and trade discounts.

1.4 Tangible fixed assets and depreciation

Tangible fixed assets are stated at cost less depreciation. Depreciation is provided at rates calculated to write off the cost of fixed assets, less their estimated residual value, over their expected useful lives on the following bases:

Plant and equipment	-	25%	On written down value
Motor vehicles	-	25%	On written down value
Office equipment	-	25%	On written down value

2. TANGIBLE FIXED ASSETS

	£
Cost	
Additions	**7,449**
Disposals	**(700)**
At 31 March 2002	**6,749**
Depreciation	
Charge for the period	**1,687**
At 31 March 2002	**1,687**
Net book value	
At 31 March 2002	£ **5,062**

NOTES TO THE ABBREVIATED ACCOUNTS
For the period ended 31 March 2002

3. SHARE CAPITAL

	31 March 2002 £
Authorised	
1,000 Ordinary shares of £1 each	£ 1,000
Allotted, called up and fully paid	
10 Ordinary shares of £1 each	£ 10

The company issued 9 Ordinary Shares , the considaration being the Nominal value of £1 per share.

FILE COPY

CERTIFICATE OF INCORPORATION

OF A PRIVATE LIMITED COMPANY

Company No. 4155959

The Registrar of Companies for England and Wales hereby certifies that

LEYSDOWN BAKERY LIMITED

is this day incorporated under the Companies Act 1985 as a private company and that the company is limited.

Given at Companies House, Cardiff, the 7th February 2001

N04155959P

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

Companies House
— for the record —

HC007B

12

Please complete in typescript, or in bold black capitals.

Declaration on application for registration

Company Name in full LEYSDOWN BAKERY LIMITED

* F0120G30 *

I, EDEN SECRETARIES LIMITED

of THE GLASSMILL, 1 BATTERSEA BRIDGE ROAD, LONDON SW11 3BG

do solemnly and sincerely declare that I am a ~~[Solicitor engaged~~ in the formation of the company][person named as ~~director~~ or secretary of the company in the statement delivered to the Registrar under section 10 of the Companies Act 1985]# and that all the requirements of the Companies Act 1985 in respect of the registration of the above company and of matters precedent and incidental to it have been complied with.

Please delete as appropriate.

And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835.

Declarant's signature FOR AND ON BEHALF OF EDEN SECRETARIES LIMITED

Declared at THE GLASSMILL, 1 BATTERSEA BRIDGE ROAD, LONDON SW11 3BG

the SIXTH day of FEBRUARY

~~One thousand nine hundred and ninety~~ TWO THOUSAND AND ONE 2001

* Please print name before me * FRANCES BINGHAM

Signed **Date** 06.02.01

A ~~Commissioner for Oaths or Notary Public or Justice of the Peace or~~ Solicitor

Please give the name, address, telephone number and, if available, a DX number and Exchange of the person Companies House should contact if there is any query.

Ref:/

,,

Tel

DX number DX exchange

AT4YUXYU
A31 COMPANIES HOUSE 0231 07/02/01

When you have completed and signed the form please send it to the Registrar of Companies at:
Companies House, Crown Way, Cardiff, CF4 3UZ **DX33050 Cardiff**
for companies registered in England and Wales
or
Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB
for companies registered in Scotland **DX 235 Edinburgh**

Form revised March 1995

FORM SUPPLIED BY PROSOFT , 18 THE ROPEWALK, NOTTINGHAM NG1 5DT - TEL (0115) 955 0008

4155959

Companies House
for the record

10

First directors and secretary and intended situation of registered office

Please complete in typescript, or in bold black capitals.
CHWP000

Notes on completion appear on final page

Company Name in full LEYSDOWN BAKERY LIMITED

Proposed Registered Office
(PO Box numbers only, are not acceptable)

THE GLASSMILL
1 BATTERSEA BRIDGE ROAD
Post town
County / Region LONDON Postcode SW11 3BZ

If the memorandum is delivered by an agent for the subscriber(s) of the memorandum mark the box opposite and give the agent's name and address.

Agent's Name
Address
Post town
County / Region Postcode

Number of continuation sheets attached

Please give the name, address, telephone number and, if available, a DX number and Exchange of the person Companies House should contact if there is any query.

Tel
DX number DX exchange

AT4YUXYU
A31 0232
COMPANIES HOUSE 07/02/01

Form revised July 1998

When you have completed and signed the form please send it to the Registrar of Companies at:
Companies House, Crown Way, Cardiff, CF14 3UZ **DX 33050 Cardiff**
for companies registered in England and Wales
or
Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB
for companies registered in Scotland **DX 235 Edinburgh**

Company Secretary (see notes 1-5)

Company name

NAME *Style / Title | *Honours etc

* Voluntary details

Forename(s)

Surname: EDEN SECRETARIES LIMITED

Previous forename(s)

Previous surname(s)

Address: THE GLASSMILL

Usual residential address
For a corporation, give the registered or principal office address.

1 BATTERSEA BRIDGE ROAD

Post town: LONDON

County / Region | Postcode: SW11 3BG

Country

I consent to act as secretary of the company named on page 1

Consent signature | **Date**: 06.02.01

FOR AND ON BEHALF OF
EDEN SECRETARIES LIMITED

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME *Style / Title | *Honours etc

Forename(s)

Surname: GLASSMILL LIMITED

Previous forename(s)

Previous surname(s)

Address: THE GLASSMILL

Usual residential address
For a corporation, give the registered or principal office address.

1 BATTERSEA BRIDGE ROAD

Post town: LONDON

County / Region | Postcode: SW11 3BG

Country

Date of birth (Day / Month / Year) | **Nationality**

Business occupation

Other directorships

I consent to act as director of the company named on page 1

Consent signature | **Date**: 06.02.01

FOR AND ON BEHALF OF
GLASSMILL LIMITED

Directors (continued) (see notes 1-5)

NAME *Style / Title | *Honours etc

* Voluntary details

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

Address

Usual residential address
For a corporation, give the registered or principal office address.

Post town

County / Region | Postcode

Country

Day Month Year

Date of birth | **Nationality**

Business occupation

Other directorships

I consent to act as director of the company named on page 1

Consent signature | **Date**

This section must be signed by
Either

an agent on behalf of all subscribers

Signed | **Date**

***Or* the subscribers**

(i.e those who signed as members on the memorandum of association).

Signed FOR AND ON BEHALF OF EDEN NOMINEES LIMITED | **Date** 06.02.01

Signed | **Date**

Signed | **Date**

Signed | **Date**

Signed | **Date**

Signed | **Date**

1037607

The Companies Acts 1985-1989
Company Limited by Shares

MEMORANDUM OF ASSOCIATION

022218

OF LEYSDOWN BAKERY LIMITED

1. The name of the Company is LEYSDOWN BAKERY LIMITED

2. The Registered Office of the Company will be situate in England.

3. (A) The objects for which the Company is established are:-

(i) To carry on the business as bakers and to, supply, provide, export and act as agents for the supply of all breads, cakes, rolls, pastries and to act as confectioners and all related food products. To act as ship and aircraft owners, shippers, forwarding and handling agents, wharfingers, lightermen, warehousemen, storage proprietors, bottlers, dealers in refrigeration equipment, carriers and general merchants, factors and brokers and provide advice and technical assistance and other services in connection with the production of foodstuffs and the operation of hotels, restaurants, supermarkets, coffee shops, snack bars and fixed or mobile stalls and the exploitation of any of the patents, trade marks or other rights held by the Company whether relating to the production of foodstuffs or any other goods or processes whatsoever

(ii) To act as a general commercial trading company.

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A31 0230
COMPANIES HOUSE 07/02/01

(B) To carry on any other trade or business that can, in the opinion of the Board of Directors, be advantageously carried on by the Company.

(C) To acquire by purchase, lease, exchange, hire or otherwise, or to hold for any estate or interest, any land, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, stock-in-trade, and any real or personal property of any kind necessary or convenient for the purposes of or in connection with the Company's business.

(D) To erect, alter or to maintain any buildings, plant and machinery necessary or convenient for the Company's business and to contribute to or subsidise the erection, construction and maintenance of any of the above.

(E) To acquire by subscription or otherwise and hold, sell, deal with or dispose of any Shares, Stock, Debentures, Debenture Stocks, or other Securities of any kind whatsoever, guaranteed by any company constituted or carrying on business in any part of the world and Debentures, Debenture Stock and other Securities of any kind guaranteed by any Government or Authority, Municipal, Local or otherwise, whether at home or abroad, and to subscribe for the same either conditionally or otherwise and to guarantee the subscription thereof and to exercise and enforce all rights and powers conferred by the ownership thereof.

(F) To borrow or receive money on deposit either without security or secured by debenture, debenture stock (perpetual or terminable), mortgage or other security charged on the undertaking or on all or any of the assets of the Company including uncalled capital, and to generally act as bankers.

(G) To guarantee support and/or secure with or without consideration the payment of any debentures, debenture stock, bonds, mortgages, charges, obligations, interest, dividends, securities, monies or shares or the performance of contracts or engagements of any company or person and in particular (but without prejudice to the generality of the foregoing) of any company which is, for the time being, the Company's holding company as defined by Section 736 of the Companies Act 1985 or another subsidiary, as defined by the said section of the Company's holding company or otherwise associated with the Company in business and to give indemnities and guarantees of all kinds and by way of security as aforesaid either with or without consideration to mortgage or charge the undertaking and all or any of the real and personal property and assets present or future, to issue debentures and debenture stock and collateral or further to secure any securities of the Company by a Trust Deed or other assurance and to enter into partnership or any joint purse arrangement with any person, persons, firm or company.

(H) To lend with or without security, and to invest money of the Company upon such terms as the Company may approve, and to guarantee the dividends, interest and capital of the shares, stocks, or securities of any company of or in which this Company is a member or is otherwise interested, and generally as the Directors think fit.

(I) To apply for, purchase or otherwise acquire and hold or use any patents, licences, concessions, copyrights and the like, conferring any right to use or publish any secret or other information and to use, exercise, develop or grant licences in respect of the property, rights, information so acquired.

(J) To take part in the formation, management, supervision or control of the business or operation of any company or undertaking and for that purpose to appoint and remunerate any directors, accountants, consultants, experts or agents.

(K) To employ experts, consultants, and valuers to investigate and examine the condition, prospects, value, character and circumstances of any business concerns and undertakings and generally of any assets, property or rights.

(L) To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition or taking over of all or any of the assets or liabilities of this Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or the interests of this Company and to acquire, hold or dispose of shares, stocks, or securities issued by or any other obligations of any such company.

(M) To draw, accept and negotiate promissory notes, bills of exchange and other negotiable instruments.

(N) To invest and deal with the monies of the Company not immediately required for the purposes of the business of the Company in or upon such investments and in such manner as the Company may approve.

(O) To pay for any property or rights acquired by the Company either in cash or by the issue of fully or partly paid up shares, with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company may determine.

(P) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in fully or partly paid-up shares or stock of any company or corporation, with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or mortgages or other securities of any company or corporation or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.

(Q) To enter into arrangements for joint working in business or to amalgamate with or enter into any partnership or arrangement for sharing profits, union of interest, reciprocal concession or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company or which is capable of being carried on so as directly or indirectly to benefit this Company.

(R) To purchase or otherwise acquire, take over and undertake all or any part of the business, property, liabilities and transactions of any person, firm or company carrying on any business the carrying on of which is calculated to benefit this Company or to advance its interests, or possessed of property suitable for the purposes of the Company.

(S) To sell, improve, manage, develop, turn to account, exchange, let on rent, royalty, share of profits or otherwise, grant licences, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit.

(T) To provide for the welfare of persons employed or formerly employed by the Company and to grant pensions, allowances, gratuities and bonuses to officers or ex-officers, employees or ex-employees of the Company or its predecessors in business or the dependants of such persons and to establish and maintain or concur in maintaining trusts, funds or schemes (whether contributory or non-contributory), with a view to providing pensions or other funds for any such persons as aforesaid or their dependants.

(U) To subscribe to or otherwise aid the establishment and support of, any schools and any educational, scientific, literary, religious or charitable institutions or trade societies, whether such institutions or societies be solely connected with the business carried on by the Company or its predecessors in business or not, and to institute and maintain any club or other establishment.

(V) To distribute in specie assets of the Company properly distributable amongst the members, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.

(W) To do all or any of the things hereinbefore authorised, either alone or in conjunction with others, or as factors, trustees or agents for others, or by or through factors, trustees or agents.

(X) To do all such other things as are incidental to or which the Company may think conducive with the above objects or any of them.

AND so that:-

(1) None of the objects set forth in any sub-clause of this Clause shall be restrictively construed but the widest interpretation shall be given to each such object, and none of such objects shall, except when the context expressly so requires, be in any way limited to or restricted by reference to or inference from any other object or objects set forth in such sub-clause, or by reference to or inference from the terms of any other sub-clause of this Clause, or by reference to or inference from the name of the Company.

(2) None of the sub-clauses of this Clause and none of the objects therein specified shall be deemed subsidiary or ancillary to any of the objects specified in any other such sub-clause, and the Company shall have as full a power to exercise each and every one of the objects specified in each sub-clause of this Clause as though each such sub-clause contained the objects of a separate company.

(3) The word 'Company' in this Clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere.

(4) In this Clause the expression 'the Act' means the Companies Act 1985, but so that any reference in this Clause to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.

4. The liability of the Members is limited.

5. The Share Capital of the Company is £1,000 divided into 1,000 Ordinary Shares of £1.00 each.

We, the Company whose name and address is subscribed hereafter are desirous of being formed into a Company in pursuance of this Memorandum of Association and we agree to take the number of shares in the Capital of the Company set opposite our name.

Name, Address and Description of the Subscriber	Number of Shares taken by the Subscriber
EDEN NOMINEES LIMITED THE GLASSMILL 1 BATTERSEA BRIDGE ROAD LONDON SW11 3BG CORPORATE BODY	ONE FOR AND ON BEHALF OF EDEN NOMINEES LIMITED

Dated 6th February 2001

Witness to the above signature: -

KERRY NASH

THE GLASSMILL
1 BATTERSEA BRIDGE ROAD
LONDON SW11 3BG

SECRETARIAL ASSISTANT

The Companies Acts 1985-1989
Company Limited by Shares

ARTICLES OF ASSOCIATION

OF LEYSDOWN BAKERY LIMITED

PRELIMINARY

1.
(a) The Regulations contained in Table A of the Companies (Tables A to F) (Amendment) Regulations 1985 (hereinafter referred to as Table A), and made pursuant to the provisions of the Companies Act (hereinafter referred to as `The Act') and the Companies Act 1989 (hereinafter referred to as the `1989 Act') shall apply to the Company save in so far as they are excluded or varied hereby and such Regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the regulations of the Company.

(b) In these Articles the expression "the Act" means the Companies Act 1985 as amended by the Companies Act 1989, but so that any reference in these Articles to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.

PRIVATE COMPANY

2. The Company is a private limited company, and accordingly:-

(a) No shares in or debentures of the Company shall be offered to the public (whether for cash or otherwise); and

(b) No shares in or debentures of the Company shall be allotted, nor shall any agreement to allot such shares or debentures be made, (whether for cash or otherwise), with a view to all or any of such shares or debentures being offered for sale to the public.

SHARES

3. Subject to the provisions of the next following Regulation the Directors are authorised for the purposes of Section 80 of the Act to exercise the power of the Company to allot shares to the amount of the authorised but unissued share capital of the Company for the time being and the Directors may allot grant options over or otherwise dispose of such shares to such persons on such terms and in such manner as they think fit provided always that:-

(i) Save as provided in sub-paragraph (ii) of this Regulation the authority given in this Regulation to the Directors to exercise the power of the Company to allot shares shall expire five years after the date of incorporation of the Company.

(ii) The Members in General Meeting may by Ordinary Resolution:

(a) renew the said authority (whether or not it has been previously renewed) for a period not exceeding five years; but such resolution must state (or restate) the amount of shares which may be allotted under such authority or renewed authority or as the case may be, the amount remaining to be allotted thereunder, and must specify the date on which the authority or renewed authority will expire;

(b) revoke or vary any such authority (or renewed authority).

(iii) Notwithstanding the provisions of sub-clauses (i) and (ii) of this Regulation the Company may make an offer or agreement which would or might require shares to be allotted after such authority has expired and in pursuance of such an offer or agreement the Directors may allot shares notwithstanding that such authority or renewed authority has expired.

In this Regulation any reference to the allotment of shares shall include a reference to the grant of any right to subscribe for, or to convert any security into shares, but shall not include any reference to the allotment of shares pursuant to such a right.

4. In accordance with Section 91(1) of the Act Sections 89(1) and 90(1) to (6) (inclusive) of the Act shall not apply to the Company.

5. The proviso to Regulation 12 of Table A shall not apply to the Company.

6. Subject to the Act, any shares may, with the sanction of an Ordinary Resolution, be issued on the terms that they are, or at the option of the Company or the shareholder are liable, to be redeemed on such terms and in such manner as the Company before the issue of the shares may by Special Resolution agree, and whether out of distributable profits or the proceeds of a fresh issue of shares or otherwise, but this Regulation shall have no effect until the relevant provisions of the Act shall have come into force.

LIEN

7. The lien conferred by Regulation 8 of Table A shall attach to all Shares whether fully paid or not and to all shares registered in the name of any person indebted or under liability to the Company whether he be the sole holder thereof or one of two or more joint holders. The Company shall have a first and paramount lien on every share (not being fully paid) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that share and the Company shall also have a first and paramount lien on all shares (including fully paid shares) registered in the name of any person indebted or under liability to the Company whether he be the sole holder thereof or one of two or more joint holders for all moneys presently payable by him or his estate to the Company: but the Directors may at any time declare any shares to be wholly or in part exempt from the provisions of this Regulation. The Company's lien, if any, on a share shall extend to all dividends payable thereupon.

8. The liability of any Member in default in respect of a call shall be increased by the addition at the end of the first sentence of Regulation 18 in Table A of the words "and all expenses that may have been incurred by the Company by reason of such non-payment".

GENERAL MEETINGS AND RESOLUTIONS

9.

(a) A notice convening a General Meeting shall be required to specify the general nature of the business to be transacted only in the case of special business and Regulation 38 in Table A shall be modified accordingly.

All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted at an Annual General Meeting, with the exception of declaring a dividend, the consideration of the accounts, balance sheets, and the reports of the Directors and Auditors, and the appointment of, and the fixing of a remuneration of, the Auditors.

(b) Every notice convening a General Meeting shall comply with the provisions of Section 372(3) of the Act as to giving information to Members in regard to their right to appoint proxies; and notices of and other communications relating to any General Meeting which any Member is entitled to receive shall be sent to the Directors and to the Auditors for the time being of the Company. The notice may be delivered by post, by Electronic Mail or by facsimile.

10. Proxies may be deposited at the Registered Office or Electronic Mail address of the Company or by facsimile at any time before the time of the Meeting for which they are to be used unless otherwise specified in the notice convening such Meeting. Regulation 62 of Table A shall be modified accordingly.

11.

(a) No business shall be transacted at any meeting unless a quorum is present at the time when the Meeting proceeds to business. Two persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation, shall be a quorum.

(b) If the Company is a one member company, one person entitled to vote upon the business to be transacted, being the sole member of the company or a proxy for that member or (if such member is a corporation) a duly authorised representative of such member, shall be a quorum.

(c) Regulation 40 of Table A shall not apply to the Company.

(d) If a quorum is not present within half an hour from the time appointed for a General Meeting the General Meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Directors may determine; and if at the adjourned General Meeting a quorum is not present within half an hour from the time appointed therefor such adjourned General Meeting shall be dissolved.

(e) Regulation 41 in Table A shall not apply to the Company.

12. At any General Meeting a resolution put to the vote of the Meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by the Chairman or by any Member present in person or by proxy. Unless a poll be so demanded a declaration by the Chairman that a resolution has on a show of hands been carried unanimously, or by a particular majority, or lost and an entry to that effect in the book containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

13. Regulations 46 and 47 in Table A shall not apply to the Company.

SINGLE MEMBER COMPANY

14. If, and for so long as, the Company has only one member, the following provisions shall apply:

(a) The sole member of the Company (or the proxy or authorised representative of the sole member representing that member at the relevant General Meeting) shall be the chairman of any General Meeting of the Company and Regulation 42 of Table A shall be modified accordingly.

(b) A proxy for the sole member of the company may vote on a show of hands and Regulation 54 of Table A shall be modified accordingly.

(c) All other provisions of these Articles shall (in the absence of any express provision to the contrary) apply with such modification as may be necessary in relation to a company which has only one member.

(d) At the end of regulation 57 of Table A there shall be inserted the following "except when he is the sole member".

APPOINTMENT OF DIRECTORS

15.

(a) Regulation 64 in Table A shall not apply to the Company.

(b) The maximum number and minimum number respectively of the Directors may be determined from time to time by Ordinary Resolution in General Meeting of the Company. Subject to and in default of any such determination there shall be no maximum number of Directors and the minimum number of Directors shall be one. Whensoever the minimum number of the Directors shall be one, a sole Director shall have authority to exercise all the powers and discretions by Table A and by these Articles expressed to be vested in the Directors generally, and Regulation 89 in Table A shall be modified accordingly.

(c) The Directors shall not be required to retire by rotation and Regulations 73 to 80 (inclusive) in Table A shall not apply to the Company.

(d) No person shall be appointed a Director at any General Meeting unless either:-

(i) he is recommended by the Directors; or

(ii) not less than fourteen nor more than thirty-five clear days before the date appointed for the General Meeting, notice signed by a Member qualified to vote at the General Meeting has been given to the Company of the intention to propose that person for appointment, together with notice signed by that person of his willingness to be appointed.

(e) Subject to paragraph (d) above, the Company may by Ordinary Resolution in General Meeting appoint any person who is willing to act to be a Director, either to fill a vacancy or as an additional Director.

(f) The Directors may appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director, provided that the appointment does not cause the number of Directors to exceed any number determined in accordance with paragraph (b) above as the maximum number of Directors and for the time being in force.

16. A person may be appointed a Director notwithstanding that he has attained the age of seventy years and no Director shall be liable to vacate office by reason only of his having attained that or any other age.

17.

(a) A Director may vote, at any meeting of the Directors or of any committee of the Directors, on any resolution, notwithstanding that it in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever, and if he shall vote on any such resolution as aforesaid his vote shall be counted; and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting.

(b) Regulations 94 to 97 (inclusive) in Table A shall not apply to the Company.

18. The office of Director shall be vacated if the Director: -

(a) Provides a letter of resignation which is deposited at the registered office

(b) Be found or becomes of unsound mind or becomes bankrupt or compounds with his creditors.

(c) Becomes for the time being prohibited from being a Director by reason of any order made under any of the Statutes.

(d) Is removed from office by a resolution duly passed under Section 303 of the Act.

19. Regulation 81 in Table A shall not apply to the Company.

20. The Directors may exercise all the powers of the Company to borrow money, whether in excess of the nominal amount of the share capital of the Company for the time being issued or not, and to mortgage or charge its undertaking, property and uncalled capital or any part thereof, and to issue debentures, debenture stock and any other securities whether outright or as a security for any debt, liability or obligation of the Company or of any third party.

21. Any director or his alternate may validly participate in a meeting of the directors or a committee of directors through the medium of conference telephone or similar form of communication equipment provided that all persons participating in the meeting are able to hear and speak to each other throughout the meeting. A person so participating shall be deemed to be present in person at the meeting and shall accordingly be counted in a quorum and be entitled to vote. Subject to the Act, all business transacted in such manner by the directors or a committee of the directors shall for the purposes of the Articles be deemed to be validly and effectively transacted at a meeting of the directors or of a committee of the directors notwithstanding that fewer than two directors or alternate directors are physically present at the same place. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the Chairman of the meeting then is.

22. The Directors shall manage the business of the Company, and all the powers of the Company which are not by the Statutes, these Regulations or the Regulations of Table A which apply to the Company required to be exercised by the Company in General Meeting shall be exercised by the Directors.

ALTERNATE DIRECTORS

23.

(a) An alternate Director shall not be entitled as such to receive any remuneration from the Company, save that he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct, and the first sentence of Regulation 66 in Table A shall be modified accordingly.

(b) A Director, or any such person as is mentioned in Regulation 65 in Table A, may act as an alternate Director to represent more than one Director, and an alternate Director shall be entitled at any meeting of the Directors or of any committee of the Directors to one vote for every Director whom he represents in addition to his own vote (if any) as a Director, but he shall count as only one for the purpose of determining whether a quorum is present.

INDEMNITY

24.

(a) Every Director or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application under Section 144 or Section 727 of the Act in which relief is granted to him by the Court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by Section 310 of the Act.

(b) Regulation 118 in Table A shall not apply to the Company.

THE SEAL

25.

(a) If the Company has a seal it shall only be used with the authority of the Directors or of a committee of Directors. The Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Director and by the Secretary or second Director. The obligation under Clause 6 of Table A relating to the sealing of share certificates shall apply only if the Company has a seal. Clause 101 of Table A shall not apply to the Company.

(b) The Company may exercise the powers conferred by Section 39 of the Act with regard to having an official seal for use abroad, and such powers shall be vested in the Directors.

Name, Address and Description
of the Subscriber

EDEN NOMINEES LIMITED

THE GLASSMILL
1 BATTERSEA BRIDGE ROAD
LONDON SW11 3BG

FOR AND ON BEHALF OF
EDEN NOMINEES LIMITED

CORPORATE BODY

Dated 6th February 2001

Witness to the above signature:-

KERRY NASH

THE GLASSMILL
1 BATTERSEA BRIDGE ROAD
LONDON SW11 3BG

SECRETARIAL ASSISTANT

BARCLAYS
£15
100045

Companies House
— for the record —

Company Name
LEYSDOWN BAKERY LIMITED

363s Annual Return

> Please check the details printed in blue on this statement.
> If any details are wrong, strike them through and write the correct details in the "Amended details" column.
> Please use black pen and write in c

Company Type
Private Company Limited By Shares
Company Number
4155959
nformation extracted from
Companies House records on
19th January 2002

Section 1: Company details

Ref: 4155959/01/01

	Current details	Amended details
> Registered Office Address *If any of the details are wrong, strike them through and fill in the correct details in the "Amended details" column.*	**20-22 Leysdown Road** **Leysdown** **Sheerness** **Kent ME12 4RE**	Address UK Postcode
> Register of Members *If any of the details are wrong, strike them through and fill in the correct details in the "Amended details" column.*	**Address where the Register is held** **At Registered Office**	Address UK Postcode
> Register of Debenture Holders *If any of the details are wrong, strike them through and fill in the correct details in the "Amended details" column.*	**Not Applicable**	Address UK Postcode
Principal Business Activities *Please enter principal activity code(s) in "Amended details" column. See notes for guidance for list of activity codes. Please use the most appropriate code in the list, or write a short description of your company's activities.*	*None held, please enter SIC code or description in the amended details column.*	**SIC CODE** **Description** 1581 BAKERY

Company Number - 4155959

Section 2: Details of Officers of the Company

	Current details	Amended details
> Company Secretary *If any of the details for this person are wrong, strike them through and fill in the correct details in the "Amended details" column.* *Particulars of a new Company Secretary must be notified on form 288.*	**Name** **Karen BOYCE** **Address** **63 Danes Drive** **Leysdown** **Sheerness** **Kent** **ME12 4AJ**	Name _____ Address _____ _____ _____ UK Postcode _ _ _ _ _ _ _ Date of change _ _ / _ _ / _ _ _ _ Date Karen BOYCE ceased to be secretary (if applicable) _ _ / _ _ / _ _ _ _
> Director *If any of the details for this person are wrong, strike them through and fill in the correct details in the "Amended details" column.* *Particulars of a new Director must be notified on form 288.*	**Name** **Keith BOYCE** **Address** **63 Danes Drive** **Leysdown** **Sheerness** **Kent** **ME12 4AJ** **Date of birth** **29/05/1963** **Nationality** **British** **Occupation** **Baker**	Name _____ Address _____ _____ _____ UK Postcode _ _ _ _ _ _ _ Date of birth _ _ / _ _ / _ _ _ _ Nationality _____ Occupation _____ Date of change _ _ / _ _ / _ _ _ _ Date Keith BOYCE ceased to be director (if applicable) _ _ / _ _ / _ _ _ _

Company Number - 4155959

Section 3: Total Issued Share Capital (B)

> Please enter the details of the company's total share capital in the space provided below.

Issued share capital details

> *Please fill in the details of total share capital by class (eg. ordinary, preference etc) that has been issued to the company's shareholders.*

Class of Share	Number of shares issued	Aggregate Nominal Value of issued shares
ORDINARY	10	£ 10

> *Please fill in the total number of issued shares and their total nominal value.*

Number of shares issued: 10

Aggregate Nominal Value of issued shares: £ 10

Please send a full list of shareholders with this annual return. Use Sections 4A (and 4B if appropriate) to give the details. You must name all the shareholders.

Company Number - 4155959

Section 4: Details of Current Shareholders (A)

> Please fill in the details of any persons or corporate bodies who are shareholders at the date of this return.

> For jointly held shares please list those joint shareholders consecutively on the form. If a joint shareholder also holds shares in their own right, list that holding seperately.

> Please use Section 4B to give details of any persons or corporate bodies who have ceased to be shareholders since the last annual return or, in the *case of a first return, since the incorporation of the company.*

> Please copy this page if there is not enough space to enter all the company's current shareholders.

Shareholders details	Class and number of shares or amount of stock held	Class and number of shares or amount of stock transferred (if appropriate)	Date of registration of transfer (if appropriate)
Name KEITH BOYCE Address 63 DANES DRIVE, LEYSDOWN SHEERNESS KENT UK Postcode ME12 4AJ	5	-	6.4.2001
Name KAREN BOYCE Address 63 DANES DRIVE LEYSDOWN, SHEERNESS KENT UK Postcode ME12 4AJ	4 1	- .	6.4.2001 31.7.2001
Name ANDREW BOYCE Address 4 OAKLAND ROAD STRATFORD LONDON UK Postcode E15 4AW	1	1	6.4.2001 31.7.2001
Name Address UK Postcode			

Section 4B: Details of Former Shareholders

> Please fill in details of any persons or corporate bodies who have ceased to be shareholders at the date of this return. Also, please give the dates that their shares were transferred.

> Please copy this page if there is not enough space to enter all the company's former shareholders.

Former shareholders details	Class and number of shares or amount of stock transferred	Date of registration of transfer
Name Address UK Postcode		
Name Address UK Postcode		
Name Address UK Postcode		
Name Address UK Postcode		
Name Address UK Postcode		

Company Number - 4155959

Companies House
— for the record —

363s Annual Return Declaration

> When you have checked all the sections of this form, please complete this page and sign the declaration below.

> If you want to change the made up date of this annual return, please complete 2 below.

1. Declaration

☐ I confirm that the details in this annual return are correct as at the made-up-date (shown at 2 below). I enclose the filing fee of £15.

Signature _____ (Director / Secretary)

Date 27 / 02 / 2002

This date must not be earlier than the return date at 2 below

What to do now

Complete this page then send the whole of the Annual Return and the declaration to the address shown at 4 below.

2. Date of this return

☐ This AR is made up to ***7/2/2002***

If you are making this return up to an earlier date, please give the date here

__ / __ / ____

Note: The form must be delivered to CH within 28 days of this date

3. Date of next return

☐ If you wish to change your next return to a date earlier than **7th February 2003** please give the new date here:

__ / __ / ____

4. Where to send this form

☐ Please return this form to:

Registrar of Companies
Companies House
Crown Way
Cardiff CF14 3UZ

OR

For members of the Hays Document Exchange service
DX 33050 Cardiff

Have you enclosed the filing fee with the company number written on the reverse of the cheque?

Cheque ☑ *Postal Order* ☐ *Cheque / Postal Order*

Number 100045

(Please complete as appropriate)

Contact Address

Please give the name and address of the person who should be contacted if there are any queries about this form.

Contact Name
A. CHARALAMBIDES

Telephone number *inc code*
0208 7550748

Address
3 LYNCROFT GARDENS
HOUNSLOW
MIDDLESEX

DX number *if applicable*

DX exchange

Postcode TW3 2QT

Companies House
— for the record —

225

Change of accounting reference date

Please complete in typescript, or in bold black capitals
CHWP000

Company Number 4155959

Company Name in Full LEYSDOWN BAKERY LIMITED

The accounting reference period ending — Day 28 Month 02 Year 2002

is shortened/extended† so as to end on — Day 31 Month 03 Year 2002

Subsequent periods will end on the same day and month in future years.

If extending more than once in five years, please indicate in the box the number of the provision listed in note c. on which you are relying.

NOTES

You may use this form to change the accounting date relating to either the current or the immediately previous accounting period.

a. You **may not** change a period for which the accounts are already overdue.

b. You **may not** extend a period beyond 18 months unless the company is subject to an administration order.

c. You **may not** extend periods more than once in five years unless:

1. the company is subject to an administration order, or
2. you have the specific approval of the Secretary of State, (please enclose a copy), or
3. you are extending the company's accounting reference period to align with that of a parent or subsidiary undertaking established in the European Economic Area, or
4. the form is being submitted by an oversea company.

Signed [signature] **Date** 6/7/2001

† a director / ~~secretary~~ / administrator / administrative receiver / receiver and manager / receiver (Scotland) / person authorised on behalf of an oversea company

† Please delete as appropriate

Please give the name, address, telephone number, and if available, a DX number and Exchange, for the person Companies House should contact if there is any query

A. CHARALAMBIDES
3 LYNCROFT GARDENS, HOUNSLOW
MIDDX TW3 2QT Tel 020 87550748
DX number DX exchange

A81 #AO6U927G# 0323
COMPANIES HOUSE 09/07/01

When you have completed and signed the form please send it to the Registrar of Companies at:

Companies House, Crown Way, Cardiff, CF14 3UZ **DX 33050 Cardiff**
for companies registered in England and Wales
or
Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB
for companies registered in Scotland **DX 235 Edinburgh**

Form revised July 1998

Companies House
for the record

41

88(2)

Return of Allotment of Shares

Please complete in typescript, or in bold black capitals.
CHWP000

Company Number 4155959

Company name in full LEYSDOWN BAKERY LIMITED

Shares allotted (including bonus shares):

Date or period during which shares were allotted
(If shares were allotted on one date enter that date in the "from" box)

	From Day	From Month	From Year	To Day	To Month	To Year
	06	04	2001			

Class of shares *(ordinary or preference etc)*	ORDINARY		
Number allotted	9		
Nominal value of each share	9		
Amount (if any) paid or due on each share *(including any share premium)*	£1		

List the names and addresses of the allottees and the number of shares allotted to each overleaf

If the allotted shares are fully or partly paid up otherwise than in cash please state:

% that each share is to be treated as paid up	100%		

Consideration for which the shares were allotted
(This information must be supported by the duly stamped contract or by the duly stamped particulars on Form 88(3) if the contract is not in writing)

ONE POUND EACH

When you have completed and signed the form send it to the Registrar of Companies at:

Companies House, Crown Way, Cardiff CF14 3UZ **DX 33050 Cardiff**
For companies registered in England and Wales

Companies House, 37 Castle Terrace, Edinburgh EH1 2EB **DX 235 Edinburgh**
For companies registered in Scotland

AWTHNZLN
A34 0499
COMPANIES HOUSE 07/04/01

Names and addresses of the allottees *(List joint share allotments consecutively)*

Shareholder details	Shares and share class allotted	
Name KAREN BOYCE Address 63 DANES DRIVE, LEYSDOWN SHEERNESS, KENT UK Postcode ME12 4AJ	Class of shares allotted: ORDINARY	Number allotted: 4
Name KEITH BOYCE Address 63 DANES DRIVE, LEYSDOWN SHEERNESS, KENT UK Postcode ME12 4AJ	Class of shares allotted: ORDINARY	Number allotted: 4
Name ANDREW BOYCE Address 4 OAKLAND ROAD STRATFORD, LONDON UK Postcode E15 4AW	Class of shares allotted: ORDINARY	Number allotted: 1
Name Address UK Postcode	Class of shares allotted:	Number allotted:
Name Address UK Postcode	Class of shares allotted:	Number allotted:

Please enter the number of continuation sheets (if any) attached to this form **0**

Signed _____ **Date** 5/4/2001

A director / ~~secretary~~ / administrator / ~~administrative~~ receiver / ~~receiver manager~~ / ~~receiver~~ *Please delete as appropriate*

Please give the name, address, telephone number and, if available, a DX number and Exchange of the person Companies House should contact if there is any query.

ANDREW STEELE & Co , 3 LYNCROFT GARDENS
HOUNSLOW MIDDX
TW3 2QT Tel 020 87550748
DX number DX exchange

Companies House
for the record

287

Change in situation or address of Registered Office

Please complete in typescript, or in bold black capitals.
CHWP000

Company Number 4155959

Company Name in full LEYSDOWN BAKERY LIMITED

New situation of registered office

NOTE:

The change in the situation of the registered office does not take effect until the Registrar has registered this notice.

For 14 days beginning with the date that a change of registered office is registered, a person may validly serve any document on the company at its previous registered office.

PO Box numbers only are not acceptable.

Address 20-22 LEYSDOWN ROAD

LEYSDOWN

Post town SHEERNESS

County / Region KENT Postcode ME12 4RE

Signed [signature] **Date** 7/2/01

† Please delete as appropriate.

† ~~a director~~ / secretary / ~~administrator / administrative receiver~~ / liquidator / ~~receiver manager~~ / ~~receiver~~

Please give the name, address, telephone number and, if available, a DX number and Exchange of the person Companies House should contact if there is any query.

Tel

DX number DX exchange

Companies House receipt date barcode

When you have completed and signed the form please send it to the Registrar of Companies at:
Companies House, Crown Way, Cardiff, CF14 3UZ **DX 33050 Cardiff**
for companies registered in England and Wales
or
Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB
for companies registered in Scotland **DX 235 Edinburgh**

Companies House
for the record

288b

Terminating appointment as director or secretary

(NOT for appointment (use Form 288a) or change of particulars (use Form 288c))

Please complete in typescript, or in bold black capitals.

CHWP000

Company Number 4155959

Company Name in full LEYSDOWN BAKERY LIMITED

Date of termination of appointment — Day 07 Month 02 Year 2001

as director ✔ as secretary ☐

Please mark the appropriate box. If terminating appointment as a director and secretary mark both boxes.

NAME *Style / Title ☐ *Honours etc ☐

Please insert details as previously notified to Companies House.

Forename(s) ☐

Surname GLASSMILL LIMITED

†Date of Birth Day ☐ Month ☐ Year ☐

A serving director, secretary etc must sign the form below.

Signed FOR AND ON BEHALF OF GLASSMILL LIMITED **Date** 7/2/01

(** serving director / ~~secretary / administrator / administrative receiver / receiver manager~~ / receiver)

* Voluntary details.
† Directors only.
** Delete as appropriate

Please give the name, address, telephone number and, if available, a DX number and Exchange of the person Companies House should contact if there is any query.

Tel

umber DX exchange

Comp

This for

A04 *A2B11YBF* 0536
COMPANIES HOUSE 20/02/01

you have completed and signed the form please send it to the rar of Companies at:

anies House, Crown Way, Cardiff, CF14 3UZ **DX 33050 Cardiff**
mpanies registered in England and Wales **or**
panies House, 37 Castle Terrace, Edinburgh, EH1 2EB
for companies registered in Scotland **DX 235 Edinburgh**

Form revised 1999

Companies House
for the record

288b

Terminating appointment as director or secretary

(NOT for appointment (use Form 288a) or change of particulars (use Form 288c))

Please complete in typescript, or in bold black capitals.

CHWP000

Company Number 4155959

Company Name in full LEYSDOWN BAKERY LIMITED

Date of termination of appointment — Day 07 Month 02 Year 2001

as director ☐ as secretary ✔ *Please mark the appropriate box. If terminating appointment as a director and secretary mark both boxes.*

NAME *Style / Title *Honours etc

Please insert details as previously notified to Companies House.

Forename(s)

Surname EDEN SECRETARIES LIMITED

†Date of Birth Day Month Year

A serving director, secretary etc must sign the form below.

Signed FOR AND ON BEHALF OF **Date** 7/2/01

(** ~~serving director~~ / secretary / ~~administrator / administrative receiver / receiver manager~~ / receiver)

* Voluntary details.
† Directors only.
** Delete as appropriate

Please give the name, address, telephone number and, if available, a DX number and Exchange of the person Companies House should contact if there is any query.

Tel

number DX exchange

Com

This for

A2B1GYBE 0537
A04 20/02/01
COMPANIES HOUSE

you have completed and signed the form please send it to the trar of Companies at:

anies House, Crown Way, Cardiff, CF14 3UZ **DX 33050 Cardiff**
mpanies registered in England and Wales **or**
Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB
for companies registered in Scotland **DX 235 Edinburgh**

Form revised 1999

Companies House
for the record

288a

APPOINTMENT of director or secretary

(NOT for resignation (use Form 288b) or change of particulars (use Form 288c))

Please complete in typescript, or in bold black capitals.

CHWP000

Company Number 4155959

Company Name in full LEYSDOWN BAKERY LIMITED

	Day	Month	Year		Day	Month	Year
Date of appointment	07	02	2001	†Date of Birth			

Appointment form

Appointment as director [ ] as secretary [✔] *Please mark the appropriate box. If appointment is as a director and secretary mark both boxes.*

Notes on completion appear on reverse.

NAME

*Style / Title: MRS *Honours etc:

Forename(s): KAREN

Surname: BOYCE

Previous Forename(s): Previous Surname(s):

Usual residential address: 63 DANES DRIVE, LEYSDOWN

Post town: SHEERNESS Postcode: ME12 4AJ

County / Region: KENT Country:

†Nationality: †Business occupation:

†Other directorships (additional space overleaf):

I consent to act as ** ~~director~~ / secretary of the above named company

Consent signature K Boyce **Date** 7/2/01

* Voluntary details.
† Directors only.
**Delete as appropriate

A director, secretary etc must sign the form below.

Signed [signature] **Date** 7/2/01

(**~~a director~~ / secretary / ~~administrator / administrative receiver / receiver manager / receiver~~)

Please give the name, address, telephone number and, if available, a DX number and Exchange of the person Companies House should contact if there is any query.

Tel

DX number DX exchange

Th

For

#A2BHZYBC# 0538
A04 20/02/01
COMPANIES HOUSE

When you have completed and signed the form please send it to the Registrar of Companies at:

Companies House, Crown Way, Cardiff, CF14 3UZ **DX 33050 Cardiff**
for companies registered in England and Wales **or**
Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB
for companies registered in Scotland **DX 235 Edinburgh**

Company Number

† Directors only.

†Other directorships

NOTES

Show the full forenames, NOT INITIALS. If the director or secretary is a corporation or Scottish firm, show the name on surname line and registered or principal office on the usual residential line.

Give previous forenames or surname(s) except:

- *for a married woman, the name by which she was known before marriage need not be given.*
- for names not used since the age of 18 or for at least 20 years

A peer or individual known by a title may state the title instead of or in addition to the forenames and surname and need not give the name by which that person was known before he or she adopted the title or succeeded to it.

Other directorships.

Give the name of every company incorporated in Great Britain of which the person concerned is a director or has been a director at any time in the past five years.

You may exclude a company which either is, or at all times during the past five years when the person concerned was a director, was

- dormant
- a parent company which wholly owned the company making the return, or
- another wholly owned subsidiary of the same parent company.

Companies House
for the record

288a

APPOINTMENT of director or secretary

(NOT for resignation (use Form 288b) or change of particulars (use Form 288c))

Please complete in typescript, or in bold black capitals.

CHWP000

Company Number 415959

Company Name in full LEYSDOWN BAKERY LIMITED

	Day	Month	Year
Date of appointment	07	02	2001
†Date of Birth	29	05	1963

Appointment form

Appointment as director ✔ as secretary ☐ *Please mark the appropriate box. If appointment is as a director and secretary mark both boxes.*

NAME

Notes on completion appear on reverse.

*Style / Title: MR *Honours etc:

Forename(s): KEITH

Surname: BOYCE

Previous Forename(s): Previous Surname(s):

Usual residential address: 63 DANES DRIVE, LEYSDOWN

Post town: SHEERNESS Postcode: ME12 4AJ

County / Region: KENT Country:

†Nationality: BRITISH †Business occupation: BAKER

†Other directorships (additional space overleaf): N/A

I consent to act as ** director / ~~secretary~~ of the above named company

Consent signature A Boyce **Date** 7/2/01

A director, secretary etc must sign the form below.

Signed [signature] **Date** 7/2/01

(**~~a director~~ / secretary / administrator / ~~administrative receiver / receiver manager~~ / receiver)

* Voluntary details.
† Directors only.
**Delete as appropriate

Please give the name, address, telephone number and, if available, a DX number and Exchange of the person Companies House should contact if there is any query.

Tel

DX number DX exchange

Companies House receipt date barcode

This form

Form rev

A04 COMPANIES HOUSE 0539 20/02/01

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